



CITY COUNCIL MEETING

April 21, 2015 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

			Pg.#
1) Minutes	Council Meeting of April 7, 2015		01
2) Payroll	April 3, 2015 – 27238 through 27245, in the amount of \$127,149.68		
3) Checks	April 21, 2015 – 60982 through 61046, in the amount of \$176,866.78		
4) AB15-035	Motion – Authorizing Supplements to Tetra Tech and Cascade Design Contracts for Downtown Plaza Project	Mr. Rigos	03
5) AB15-036	Motion – Authorizing Design Contract with Tetra Tech for Bendigo Right Turn Lane Project	Mr. Rigos	19
6) AB15-037	Motion – Authorizing Contract & Change Order with Reliable Diving	Mr. Rigos	37
7) AB15-038	Motion – Authorizing 1 st Amendment to Fire Station Lease	Ms. Lindell	61
8) AB15-039	Ordinance – Amending Taxes, Rates & Fees Schedule RE Support Costs	Ms. Masko	65

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Presentation	King County Housing Repair Program	Clark Fulmer
10) Proclamation	Building Safety Month – May 2015	Mayor Hearing

COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Kolodejchuk
Parks Commission	Finance & Administration – Councilmember Cook
Economic Development Commission	Public Health & Safety – Councilmember Gothelf
	Transportation & Public Works – Councilmember Loudenback
	Mayor Pro Tem – Councilmember Williamson
	Eastside Fire & Rescue Board – Councilmember Gothelf or Williamson

INTRODUCTIONS:

11) AB15-040	Public Hearing, Ordinance – Extending Interim Zoning Regulations Relating to Commercial Truck Centers & Parking	Ms. Estep	71
12) AB15-041	Public Hearing, Ordinance – Amending NBMC Regarding Indoor Recreation Facilities & Shooting Ranges	Ms. Estep	77
13) AB15-042	Motion – Authorizing Design Contract with G&O for Cedar Falls Way Sidewalk	Mr. Rigos	87
14) AB15-043	Motion – Authorizing Purchase of VIC Sign	Ms. Estep	109

MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

ADJOURNMENT:

DRAFT

NORTH BEND CITY COUNCIL MINUTES

April 7, 2015

Senior Center, 411 Main Ave. S., North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the regular meeting to order at 7:00 p.m.

Councilmembers Present: Cook, Gothelf, Kolodejchuk, Pettersen, Rosen and Williamson. Councilmember Loudonback was excused.

CONSENT AGENDA:

Minutes – Council Meeting of March 17, 2015

Payroll – March 20, 2015 – 27217 through 27223, in the amount of **\$155,013.50**

Checks – April 7, 2015 – 60782 through 60837, in the amount of **\$727,851.94**

AB15-029 – Ordinance 1550 Amending 2015-2016 Budget Ordinance 1545

AB15-030 – Motion Authorizing 2nd Amendment to Police Services Contract

AB15-031 – Motion Authorizing On-Call Contract with GLA Architecture

AB15-032 – Resolution 1679 Accepting NE 12th Street Emergency Repair Project

AB15-033 – Motion Authorizing Contract with CAPS RE Pavement Management

Councilmember Gothelf **MOVED**, seconded by Councilmember Williamson to approve the consent agenda as presented. The motion **PASSED** 6-0.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – Citizen Recognition

Audio: 2:43

Mayor Hearing and Police Captain Almquist presented Cameron Heutmaker with a Letter of Commendation for his reporting of suspicious activity to police that resulted in the apprehension of three suspects wanted in over thirty burglaries in the Washington State.

INTRODUCTIONS:

AB15-034 – Motion Authorizing Contract with Downtown Foundation

Audio: 7:47

Community & Economic Development Director Estep provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to approve AB15-034, authorizing a contract for services with the North Bend Downtown Foundation to operate and manage the North Bend Visitor Information Center.

DRAFT

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to amend the motion to include designation that the contract was for calendar year 2015 only. The motion **PASSED** 6-0.

The main motion then **PASSED AS AMENDED** 6-0.

Councilmember Williamson **MOVED**, seconded by Councilmember Cook to add AB15-018 – a motion authorizing the City to contribute \$2,000 toward preparation of an Ethnographic Study to consider nomination of the Swing Rock as a Historic Landmark to the Main Agenda for reconsideration. The motion **PASSED** 5-1 (Kolodejchuk).

AB15-018 – Motion Authorizing Ethnographic Study of Swing Rock

Audio: 20:06

Councilmember Williamson **MOVED**, seconded by Councilmember Cook to rescind AB15-018 – a motion authorizing the City to contribute \$2,000 toward preparation of an Ethnographic Study to consider nomination of the Swing Rock as a Historic Landmark. The motion **PASSED** 5-1 (Kolodejchuk).

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Pettersen thanked Cameron Heutmayer for his good citizenship in reporting suspicious activity to police and thanked Police Captain Almquist for his report on the incident.

City Administrator Lindell reported hiring of an eighth police officer for the City was almost complete.

Mayor Hearing spoke regarding the following items:

- Vacancies on Parks and Planning Commissions
- King County Housing Repair Program

ADJOURNMENT:

Councilmember Williamson **MOVED** to adjourn, seconded by Councilmember Gothelf. The motion **PASSED** 6-0.

The meeting adjourned at 7:37 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-035
A Motion Authorizing Supplements to the Professional Services Contracts with Tetra Tech, Inc. and Cascade Design Collaborative for the Downtown Plaza Project		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	X
Cost Impact: Tetra Tech - \$68,628.59 Cascade Design Collaborative - \$25,148			
Fund Source: Streets Capital			
Timeline: Immediate			
Attachments: Tetra Tech Supplements #1 and #2, Cascade Design Collaborative Supplement #1			

SUMMARY STATEMENT:

Tetra Tech Contract Supplement 1 & 2

In November 2014 City Council authorized entering into a professional services contract with Tetra Tech, Inc. for design of the Downtown Plaza Project for an amount not to exceed \$113,953.26. In December 2014, the Mayor and City Staff administratively processed Supplement #1 to the contract to provide additional topographical survey mapping for \$5,337.98. The design has since been completed and the project will soon be re-advertised for competitive bidding with construction anticipated to begin August 10, 2015.

Supplement #2 increases the cost of the contract by \$68,628.59 to a total of \$187,919.83 to cover a few extra design services, but primarily to provide full-service construction administration support. The extra design support included the following by Tetra Tech:

- Coordination with dry utility purveyors for a joint utility trench that will be constructed to install utilities underground.
- Coordination with Cascade Design Collaborative (project landscape architect) was more intensive than originally thought.
- Changing survey information provided by Perteet, Inc. to an updated coordinate system.
- More coordination with WSDOT than originally planned.
- Re-packaging of plans, specifications, and estimate directed by the City to reduce the scope of the project after the first bids were opened in February, 2015.
- Savings due to environmental documentation/permitting taking less time than originally planned.

Under the construction administration (CA) portion of this supplement, Tetra Tech will provide full CA services to ensure the City meets the requirements necessary to remain eligible for the \$350,000 in federal funds. This will include work such as receiving and approving materials documentation, on-site materials testing and acceptance, ensuring compliance with DBE goals, ensuring compliance with Davis Bacon requirements, evaluating proposed change orders, providing on-site construction inspections, and other work necessary for successful completion of the project.

Cascade Design Services Contract Supplement #1

The original landscape and architectural design contract with Cascade Design Collaborative (CDC) was also authorized by City Council in November 2014 in an amount not to exceed \$37,040. Supplement #1 to this contract increases the cost of the contract by \$25,148 to a total of \$62,188. Similar to Tetra Tech, this supplement is for additional design services not originally anticipated, and to support Tetra Tech in the construction administration. The additional design support provided by CDC consists of the

City Council Agenda Bill

following:

- Providing sidewalk scoring details for Schedules B and C of the project.
- Providing design of pedestrian trench drains in Schedules B and C of the project.
- Providing irrigation and street tree design for Schedules B and C of the project.
- Developing a site layout for street furniture in Schedules B and C of the project.
- Re-packaging of plans, specifications, and estimate directed by the City to reduce the scope of the project after the first bids were opened in February, 2015.

Under the CA portion of this supplement, CDC will be supporting Tetra Tech by reviewing and approving submittals related to their design effort, responding to Requests for Information from the contractor, conducting on-site inspection at the request of the City and Tetra Tech, and providing all necessary documentation.

Staff strongly recommends approving these contract supplements.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their April 8, 2015 meeting and was recommended for approval and placement on the consent agenda.

RECOMMENDED ACTION: **MOTION to approve AB15-035, authorizing Supplements 1 & 2 to the Tetra Tech, Inc. Contract and Supplement 1 to the Cascade Design Collaborative Contract for the Downtown Plaza Project.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2015		

**SUPPLEMENT #1 TO
CONTRACT FOR SERVICES
City of North Bend and Tetra Tech, Inc.
Downtown Plaza Design Contract**

The contract is amended as follows:

Exhibit A – Scope of Work

1. Task 3 – Preliminary Design (30% design level) add the following:

a. Subtask 3.3 – Additional Topographic Survey

Conduct a supplemental survey to extend the project mapping north on Main Ave by 100 feet, verify selected surface elevations at business entry ways along the two block section from Bendigo Blvd to Ballarat Ave, and ensure that all surface utilities are located within the sidewalk sections along the two block section from Bendigo Blvd to Ballarat Ave. Update the design basemap to include the supplemental survey information.

Exhibit B – Cost Estimate

1. Add the following:

Tetra Tech, Inc.
City of North Bend
North Bend Way - Plaza
Supplement #1

100-BEL-14-040		Tetra Tech, Inc									
FEE ESTIMATE		Rates									
		59.75	40.00	33.00	28.00						
		MR	LB		RR						
		Survey	Survey	Field	Survey						
		Manager	Chief	Tech	Tech	TOTAL	DSC	169.32% OH	35.0% FEE	TOTAL	
Work Element											
4.0 Final Design		2	16	16	16	34	\$ 1,735.50	\$ 2,938.55	\$ 607.43	\$ 5,281.48	
4.5 Supplemental Survey		2	16	16	16						
		2	16	16	16	34	\$ 1,735.50	\$ 2,938.55	\$ 607.43	\$ 5,281.48	
		REIMBURSABLE EXPENSES (REIMB):									
		Design Services Mileage					100	0.565		\$56.50	
		Total:								\$56.50	
TOTAL										\$ 5,337.98	

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: _____

By: _____

Kenneth G. Hearing

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

**SUPPLEMENT #2 TO
CONTRACT FOR SERVICES
City of North Bend and Tetra Tech, Inc.
Downtown Plaza Design Contract**

The contract is amended as follows:

Section 2 – Compensation and Method of Payment

1. Revise the third sentence to read as follows:

“Based on the fee proposal in Exhibit “B”, the Consultant shall be paid a total amount not to exceed \$187,919.83 without written modification of the Agreement signed by the City.”

Exhibit A – Scope of Work

1. Task 5 is supplemented with the following:

Subtask 5.4 Re-advertisement Support

Support to make changes to the project plans and specifications in order to re-advertise the project due to limited bids from the first advertisement, continued addendum support as needed, RFI support for the re-advertisement, and additional bid analysis support for the new set of bids to be received. This work includes removing some project elements and incorporating the addendums into the revised AD set. In addition, the engineers estimate will be revisited to provide updated unit bid prices.

2. Delete Task 6 in its entirety and replace with the following:

Task 6 - Construction Phase Services

Objective: To provide engineering leadership and support during the construction of the project.

Tetra Tech will set up a document control plan, which will include a repository for all of the information to be stored electronically and physically.

Assumption: This task assumes the construction contract provides for 40 working days.

Subtask 6.1 - Office Support

Tetra Tech shall do the following as part of this task:

- A. Set up and Lead the preconstruction meeting. Prepare agenda and minutes.
- B. Weekly review of the Contractor’s construction schedule.
- C. Review Contractor’s safety protocols and attend the Contractor’s safety trainings/briefings.
- D. Prepare Record of Materials (ROM), review the Qualified Products List (QPL), Request for Approval of Materials (RAM), “Buy America”, and edit for small quantity exclusions and LAG Manual exceptions. Provide ROM to City and Contractor. Review Request for Approval of Materials (submittals). Update ROM and verify all required documentation (Certificates of Compliance, Material Origin, materials testing, WSDOT stamps/tags, etc.) has been submitted. Provide a weekly tracking matrix for all submittals, by number. The Contractor will provide all test reports required by the contract specifications.
- E. Review Request to Sublet forms and maintain records to documents M/DBE usage if required.

- F. Review and respond to Contractor's Request for Information (RFI). For estimating the level of effort, up to 15 RFI's are expected during the construction period.
- F. Review Inspector's Daily Report (sign or initial), Field Note Record (sign or initial), and Weekly Working Days Report.
- G. Schedule owner required testing to meet Local Agency Guidelines (LAG) requirements. Review material testing reports. Provide a tracking matrix for all material testing.
- H. Review monthly progress estimates for pay from the Contractor (based on quantities documented in the Field Note Records). Verify Intent to Pay Prevailing Wages and Certified Payrolls are submitted prior to issuing progress estimate.
- I. Randomly check Certified Payroll and wage review reports with Intent to Pay Prevailing Wages and Davis Bacon Wage Rates. As required, verify that all apprenticeship documents have been submitted.
- J. Evaluate Contractor's possible change order proposals and advise the City staff of any contract changes immediately
- K. Prepare change orders and independent cost estimates (assume up to 4), if required, during the course of construction.
- L. Attend weekly construction progress meetings.
- M. Provide DBE on-site reviews per Local Agency Guidelines

Subtask 6.2 - On-Site Inspection

Objective: Onsite inspection and testing of materials, in accordance with the WSDOT LAG Manual, will be provided by Tetra Tech and a Materials testing contractor. Tetra Tech will coordinate with the City on any need for them to be on site.

The onsite construction inspector shall be responsible for providing Inspectors Daily Reports (IDR), which shall include the tabulation of daily quantities, photographs, and general work progress.

Subtask 6.3 - Project Closeout

Objective: To provide assistance to close out project and complete record drawings.

- A. Make final inspection of project with the City of North Bend and WSDOT NW Region Local Programs.
- B. Prepare as-built record drawings based on the drawings provided by the Contractor per Contract Special Provisions. Electronic versions will be in AutoCAD, version 2014.
- C. Complete documentation for project acceptance by the City and WSDOT.
- D. Attend Project Management or Documentation Review meeting with City and WSDOT documentation engineer.

Deliverables:

- 1. Preconstruction meeting agenda and minutes

2. Record of Materials documentation and periodic updates as needed.
Maintain a submittal database
3. Formal responses to RFI's as well as maintaining an RFI database
4. Daily Inspection Reports, Field Record Notes for pay quantities, weekly quantities report, and weekly working day report
5. Review and forward contractor submitted monthly progress payment requests with Tetra Tech's recommendation for approval to the City
6. Initial review and periodic reviews of certified Contractors payrolls
7. On-site Wage Interviews
8. Change order documentation and independent cost estimates as necessary
9. Prepare as-built drawings and close out documents
10. Final project documentation binders

1. Exhibit B is supplemented with the following:

[illegible]

CITY OF NORTH BEND, WASHINGTON

By: _____

Kenneth G. Hearing

Title: Mayor

Date: _____

[CONSULTANT]

By: _____

Title: _____

Date: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

**SUPPLEMENT #1 TO
CONTRACT FOR SERVICES
City of North Bend and Cascade Design Collaborative
Downtown Plaza Design Contract**

The contract is amended as follows:

Section 2 – Compensation and Method of Payment

1. Revise the third sentence to read as follows:

“Based on the fee proposal in Exhibit ‘B’, the Consultant shall be paid a total amount not to exceed \$62,188 without written modification of the Agreement signed by the City.”

Exhibit A – Scope of Work

1. Delete Exhibit A in its entirety and replace with the following:

EXHIBIT A

Urban Design for the North Bend Way Project #

By Cascade design Collaborative inc.

Eric Schmidt Vice President

911 Western Ave #210

Seattle, WA 98110

Subtask 1.1 Review and Coordination meetings with CITY

The CONSULTANT will provide new concept sketches for North Bend Way. The urban design sketch graphics will define up to three streetscape design layouts. These plan graphics will illustrate the design direction for the interactions and the longitudinal blocks of North bend Way. These plans will identify a streetscape design, urban design and landscape elements, and overall dimensions and layout of the street. Three options will show various left turn options, potential to minimize curb and drain reconstruction, traffic calming, maintaining parking along the street, Placemaking opportunities along the sidewalks specifically Main Street intersection and to focus on the budget limit of a \$700,000 design and construction limit per the Grant for the central intersection at Main street Schedule A.

During the 30% design phase the design scope package was expanded to include the full design for the sidewalk portions of the two blocks either side of Main Street through the completing of construction documents for bidding purposes. The west block was identified as Schedule B and the east block was identified as schedule C. The additional construction cost for Schedule B and C was estimated to be approximately \$550,000. Additional City funds were discussed as sources for these two additional segments. The majority of the Schedule B and C work would be undertaken by Cascade Design Collaborative (CDC). Tetra Tech. (under a separate contract) would be primarily responsible for an additional 100 ft. of Main Street north of the intersection. CDC would only add furniture and do concrete scoring for the area.

Through a series of review meetings, the CITY and CONSULTANT will agree on a preferred 30 percent design package that includes any combination of design and/or technical elements that were parts of

the three graphic options or new ones proposed by the City

Deliverable(s)

- Annotated hand sketch graphic and urban design graphics that describe any and all design adjustments to the existing survey plans, including:
 - Conceptual Layout in coordination with street program and Placemaking opportunities
 - sidewalk, flexible parking areas, and intersection drawings, including paving material layout and details
 - Review Meetings (2)
 - Develop a CAD basis design for the street that defines the face of curb alignment and extents of the concrete.

Subtask 1.2 30 Percent CAD Drawings Urban Design Plans

The CONSULTANT shall further develop urban design/streetscape plans and landscape plans of the street. The 30 percent design plans will identify roadway surface design, parking options, sidewalk paving and curb edge options, and streetscape amenities including elements and/or features developed through meetings with CITY staff.

The work will be performed for the majority of the two blocks of the street segment of North bend Way and one intersection at Main Ave. to tie together the recently completed sidewalk improvements at both ends of the corridor

Design areas will include;

Intersection of Main Ave. and North Bend Way (NBW).

The design, layout and details for the extension of the East and West block of North Bend Way on each side of Main Ave. These two blocks added approximately 500 ft. of sidewalk design on both sides of the street (by CDC).

The design, layout and details of about 100 ft. of Main Ave. on the North side of the intersection (by Tetra Tech NIC).

The overall corridor will incorporate some design features and elements that are part of other downtown street projects now underway. There will also be other new design elements and features that will make the segments unique and more individualistic. Provide and coordinate 30 percent construction and urban design plans with other consultants and CITY.

Deliverable(s)

- 30 percent design drawings, including:
 - Conceptual Layout in coordination with street program and Placemaking opportunities
 - sidewalk, flexible parking areas, and intersection design concepts, including paving material layout and details
 - streetscape plans, sections, and elements - furnishings and finishes - designs, details and outline specifications
 - potential intersection layouts and design options (2) and finishes

- Cost estimate for 30 percent design
 - Technical memo on the design and location of commemorative pavers.
- Review meetings with engineers and/or City (2) for 30 percent drawings by phone or in person.

Subtask 1.3 60 Percent CAD Design Drawings and Outline Specifications

The CONSULTANT will further develop the 30 percent construction plans to a 60 percent completion level. As directed by the CITY, these plans will include ideas and elements provided by other consultants working with the CITY as well as input from the various city and community members.

Deliverable(s)

- 60 percent CAD drawings and preliminary WSDOT outline specifications, including:
 - Layout of furniture and finishes for in coordination with street program and Placemaking opportunities
 - sidewalk, parking areas, and intersection drawings, including paving material layout and details,
 - New street tree pit locations (plants selected by City),
 - Review meetings (2) for 60 percent drawings by phone or in person.
 - 60 percent cost estimate
 - Update intersection layouts and overall Urban design requirements and identify furniture and finishes
 - Development of new sidewalk scoring layout design for both blocks
 - Develop curved trench drain design for the raised flush intersection
 - Develop sidewalk trench drain detail for capturing ex. Roof gutter down spouts'
 - Extend irrigation and complete planting plans for the two blocks including tree grate, soil and other details and specifications.
 - QAQC documents

Subtask 1.4 90 Percent CAD Design Drawings and Specifications

The CONSULTANT will further develop the 60 percent construction plans to a 90 percent completion level. As directed by the CITY, these plans will include ideas and elements provided by other consultants working with the CITY as well as input from the various city and community members.

Deliverable(s)

- 90 percent CAD drawings and WSDOT specifications, including:
 - Layout of furniture and finishes for in coordination with street program and Placemaking opportunities
 - sidewalk, parking areas, and intersection drawings, including paving material layout and details,
 - New street tree pit locations (plants selected by City),
 - Review meetings (2) for 90 percent drawings by phone or in person.
 - 90 percent cost estimate
 - Update intersection layouts and overall Urban design requirements and identify furniture and finishes
 - Complete new sidewalk scoring layout and details for both blocks
 - Complete trench drain designs for the raised flush intersection
 - Complete sidewalk drains for capturing ex. Gutter down spouts

- Extend irrigation and complete planting plans for the two blocks including tree grate and other details and specifications.
- Developing and completing stations offsets for all furniture, features, as well as point for the Three fork River layout in the intersection along the 600 ft. corridor.
- QAQC documents

Subtask 1.5 100 Percent CAD Design Drawings and Specifications and Bid

The CONSULTANT will complete construction plans to a 100 percent completion level. As directed by the CITY, these plans will include ideas and elements provided by other consultants working with the CITY as well as input from the various city and community members.

Deliverable(s)

- 100 percent CAD drawings and WSDOT specifications, including:
 - Layout of furniture and finishes for in coordination with street program and Placemaking opportunities
 - sidewalk, flexible parking areas, and intersection drawings, including paving material layout and details,
 - Review meetings (2) for 100 percent drawings by phone or in person.
 - Assist City with Bid questions and any addenda.

Subtask 5.1 Construction Assistance and Coordination meetings with CITY

During the construction phase of the project, The CONSULTANT will provide the following assistance when requested by the City of north bend.

Deliverable(s)

- Eric Schmidt will make up to 12 site visits for any construction and design related issue or meeting including but limited to design coordination, planting, and/or concrete work. 4 hrs. each.
- Renee Finney will make up to 3 irrigation visits. 4 Hrs. each.
- David Bader will provide 12 CAD sketch clarifications in response to contractor RFI's or City requests. Average 1.5 hrs. each.
- John Kleinkopf will coordinate specification, drawing and team coordination during the construction period. Hourly as needed to a maximum.

Exhibit B – Cost Estimate

1. Exhibit B is supplemented with the following:

Cascade Design Collaborative City of North Bend North Bend Way-Plaza											
	Principal Urban design/LA Lead	Landscape Architect	Senior Designer/JK	Senior Designer RF	CAD Designer DB	CAD Designer JB					
Fee Estimate											
Rates	\$45.90	\$28.00	\$23.00	\$22.00	\$21.50	\$20.00	Total	DSC	188.72% OH	30% FF	TOTAL
Project Totals	211.0	3.0	99.0	19.0	291.3	43.5	666.8	\$ 19,511.78	\$ 36,822.62	\$ 5,853.53	\$ 62,187.93
Design (Original Budget)	121.0	3.0	31.5	7.0	197.0	43.5	403.0				
	121.0	3.0	31.5	7.0	197.0	43.5		\$ 11,621.90	\$ 21,932.85	\$ 3,486.57	\$ 37,041.32
Overage - Extra Design Services	34		30		60		124	\$ 3,534.48	\$ 6,670.26	\$ 1,060.34	\$ 11,265.08
	34		30		60						
Repackaging - Bid Support	8		2		10		20	\$ 628.20	\$ 1,185.54	\$ 188.46	\$ 2,002.20
	8		2		10						
Construction Support Services	48		36	12	24		120	\$ 3,811.20	\$ 7,192.50	\$ 1,143.36	\$ 12,147.06
	48		36	12	24						
Total	211	3	99	19	291	44	667	\$ 19,511.78	\$ 36,822.62	\$ 5,853.53	\$ 62,187.93

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: _____

By: _____

Title: Kenneth G. Hearing

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-036
A Motion Authorizing a Design Contract with Tetra Tech, Inc. for the Bendigo Boulevard Right Turn Lane Project		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos, P.E.	X
Cost Impact: \$53,496.95			
Fund Source: 2015 Expected TIF			
Timeline: Immediate			
Attachments: Exhibit A (Vicinity Map), Exhibit B (NB 6-Year TIP 2015-2020), Exhibit C (Survey Map), Exhibit D (Tetra Tech Work Scope and Fee Estimate)			
SUMMARY STATEMENT:			
Background: <p>This transportation capital project begins just north of the SR-202 bridge over South Fork Snoqualmie River and continues to the intersection SR-202 (Bendigo Boulevard South) and West Park Street (see Exhibit A - Vicinity Map). This Right-Turn Lane project is listed as a #2 priority transportation capital project in the City of North Bend's 2015-2020 Transportation Improvement Program (6-year TIP) (see Exhibit B), which was approved by North Bend City Council in June 2014. Additionally, this project is listed in the City's 2012 Transportation Element update. The Council desired project is described as <i>"Construct an exclusive right-turn lane for northbound traffic on Bendigo Boulevard to eastbound Park Street."</i> The primary benefit of this project is to reduce queue times at the Bendigo Blvd. / Park Street traffic signal and Bendigo / North Bend Way signal. The new exclusive right-turn lane will increase transportation capacity and improve traffic flow in downtown. Additionally, a wider sidewalk and new landscape strip on the east side of Bendigo can be beautified into a new, welcoming gateway entry into downtown North Bend.</p>			
Maintenance and Operations: <p>Bendigo Boulevard is maintained and operated by Washington State Department of Transportation. The City of North Bend's 2012 Roadway Classification for Bendigo is a major arterial. In contrast, Park Street West is maintained and operated by the City. The City's road classification for Park Street is a neighborhood collector. When construction of the Bendigo right-turn lane is completed, this travel lane and the adjacent possible new bike lane will be maintained and operated by WSDOT. The new sidewalk and possible landscape strip to the east will be maintained and operated by the City as the ILA between the City and WSDOT indicates that WSDOT's responsibility ends at the face of the curbs.</p>			
Project Recently Began: <p>City staff began working on the analysis of this capital project in late 2014. City staff contracted with Axis Site Survey and Mapping to have them conduct a strip topographical survey and mapping effort. Attached as Exhibit C is a survey map (Larger copies (24"x36") of the survey map are available for viewing at the Public Works Department). The cost of the survey was approximately \$7,640. The next step is to begin the civil engineering design.</p>			
Consultant Selection: <p>Tetra Tech was selected as the engineering consultant on this project for several reasons:</p> <ol style="list-style-type: none"> Tetra Tech's project manager, Steve Olling, was previously a civil engineering working at WSDOT for more than ten years. As such, he understands the LAG (Local Agency Guidelines) Manual for projects in WSDOT controlled right-of-way. It's important to have a consultant familiar with the LAG and WSDOT requirements on a project in WSDOT right-of-way. 			

City Council Agenda Bill

- B. Tetra Tech and Steve Olling provided plans, specifications and estimates on the Downtown Plaza project in an impressively detailed and expedient fashion.
- C. Tetra Tech is listed on the MRSC roster.

Total Cost of Project:

As shown on the 2015-2020 TIP, the project's design budget is \$24,102 and the construction budget is \$136,581, which equals a total project cost of \$160,683. Those costs were preliminarily estimated years ago. Public Works Director Mark Rigos believes that estimate is low and City Engineer Don DeBerg agrees. Director Rigos estimates the total project cost will likely be \$300,000 - \$450,000 for soft costs, jackhammering the existing sidewalk, constructing the new right turn lane, replacing the existing bike lane with a new bike lane, constructing a new 10-12-foot wide concrete sidewalk (similar to Bartell's frontage) with curb/gutter, possibly installing a landscape strip (or integrating within the sidewalk footprint), possibly installing street tree irrigation, relocating existing traffic signal controllers and boxes, constructing new storm drainage collection and conveyance systems, and finalizing the project with new ADA ramps and modified crosswalks. Please be advised that because civil engineering plans have not yet been designed, an accurate cost estimate is not yet available.

Budget / Timing:

The City's 2015 budget does not have dedicated funding for this project in 2015. However, the City's 2016 budget does have dedicated funding (for a portion of the project) in 2016. At this time, Director Rigos and City Engineer DeBerg would like to continue to move this project toward being "shovel ready" in 2015, so that construction could occur in 2016, if desired by City Council, if funds permit. If the design were to be delayed until January, 2016, then there is inadequate time to perform the engineering, permitting, advertising, bidding and construction in 2016, which consequently would push the project construction out to at least 2017.

How Do We Fund the Design Cost?:

The cost of the design, which is roughly \$53k, can be funded from Transportation Impact Fees (TIF) received by the City in 2015. Currently, there are many residential building permit applications being submitted. For each building permit application submittal to the City, the City collects a required TIF. As an example, Public Works Department staff believes that most, if not all, of Miner's Ridge 24-lot plat building permit applications will be submitted in 2015. The current TIF amount per single family home is \$4,489.16. At \$4,489 per building permit and multiplied by 23 new homes (one existing home remains), the TIF revenue for this plat alone is \$103,251. In summary, a portion of the TIF revenue from Miner's Ridge will fund the Tetra Tech design fee.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their April 8, 2015 meeting and was recommended for approval and placement on the consent agenda.

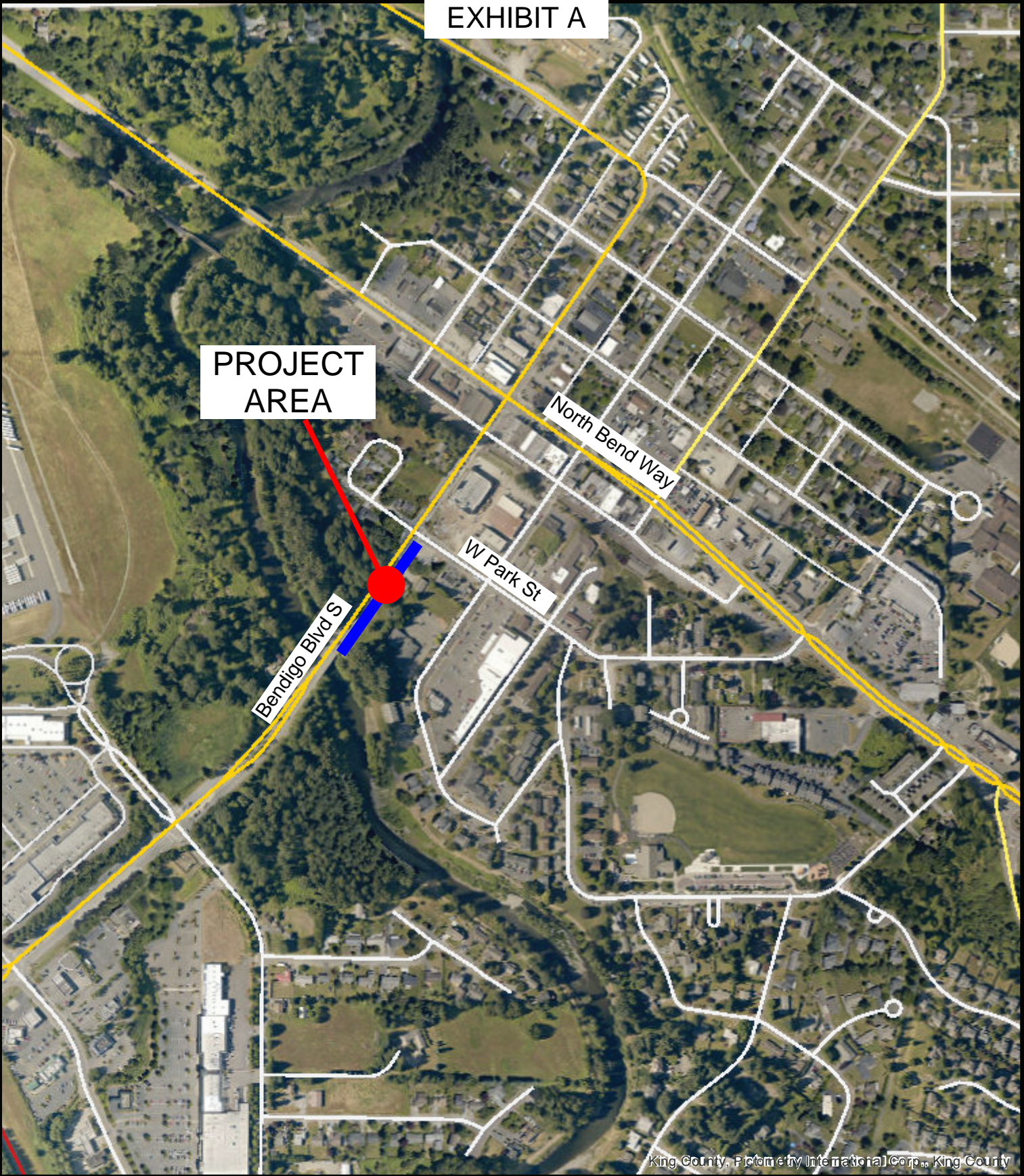
RECOMMENDED ACTION: MOTION to approve AB15-036, authorizing a design contract with Tetra Tech, Inc. for the Bendigo Right Turn Lane Project, in a form acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2015		

Proposed Bendigo/Park St Right Turn Lane

EXHIBIT A



King County, Pictometry International Corp., King County

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/3/2015

King County

1 in : 752 feet

0 0.075 0.15 Miles



 **King County**
GIS CENTER

Project Name	Year	Project Status	Cost			Funding Sources					Local Funds Breakdown					Funds Available	Funds Budgeted	Deficit
			Design	Construction	Total	Federal (FARS/21%)	State (18%)	County (6%)	Local	Street Capital	Storm	General	182D	Local Total	Funds Provided			
1	15	Completed	167,844.00	837,881.00	1,005,725.00	350,000.00	250,000.00		165,674.00	50,000.00		20,625.00	245,000.00	245,674.00				
2	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
3	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
4	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
5	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
6	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
7	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
8	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
9	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
10	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
11	15-17	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
12	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
13	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
14	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
15	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
16	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
17	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
18	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
19	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
20	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
21	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
22	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
23	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
24	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
25	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
26	15	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
27	15-20	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
28	15-20	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
29	15-20	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
30	15-20	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
31	15-20	Completed	130,000.00	130,000.00	260,000.00				130,000.00					130,000.00				
Total			1,119,844.00	4,837,881.00	5,957,725.00	3,500,000.00	2,500,000.00		1,656,674.00	50,000.00		20,625.00	2,450,000.00	2,470,674.00				

Page 2 of 6

1. Project Conclusions

Project Number	Project Name	Project Phase	Project Type	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
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Information Policy

Project Number 2015-2020	Project Name	Start	End	Phase	2015	2016	2017	2018	2019	2020	Design	Construction	Notes
25	North Bend Way Cul-de-sac (Bilateral to Cheesing) 30'x14'x14'x20'			Design									North Bend Way Cul-de-sac (Bilateral to Cheesing) - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new cul-de-sac and the widening of the existing road. The project will also include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.
26	East North Bend Way 45'x14'x14'x20'			Design									East North Bend Way 45'x14'x14'x20' - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new cul-de-sac and the widening of the existing road. The project will also include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.
27	Sidewalk Trip Hazard Elimination			Design									Sidewalk Trip Hazard Elimination - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.
28	Pavement Overlay Program			Design									Pavement Overlay Program - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.
29	Crack Seal			Design									Crack Seal - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.
30	Crack Seal			Design									Crack Seal - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.
31	Alley Recirculation and Parking - Annual cost			Design									Alley Recirculation and Parking - Annual cost - 10' deep, 14' wide, 14' high, 20' long. This project will be completed in 2015. The project will include the construction of a new sidewalk and the installation of a new street light. The project will be completed in 2015.

Scope of Work

Bendigo BLVD at Park Street – North Bound Right Turn Lane

PROJECT DESCRIPTION

On behalf of the City of North Bend, the work to be performed by Tetra Tech consists of preparing the full design, bid support, and construction support services to constructing a northbound right turn lane at the intersection of Bendigo BLVD (SR 202) and Park Street in the City of North Bend.

This scope of work will provide design plans, specifications and estimates at the 60% and the Final bid ready design levels. In addition, Tetra Tech will provide AD and BID support services, and construction support services.

The project has several key objectives:

- Limited construction budget must be met.
- Permanent improvements must remain within WSDOT and City right of way. No right of way acquisition will be undertaken by this project.
- The sidewalk improvements must meet all current ADA guidelines, including all improvements that need to be made to the existing signal system.
- Stormwater revisions shall be minimal, but a review will need to be made to ensure that any added and replaced impervious area is addressed as required per the 2009 King County Surface Water Design Manual and the WSDOT Hydraulics Manual.
- Provisions for bicycle modes must be maintained through the intersection
- Utility relocations should be kept to a minimum, but adjustments and minor relocations will be needed.

Overall Project Assumptions:

1. There will be no added Urban Design features on this project, but a contact sensitive review will be done by the City Planning Department.
2. It is assumed that there are no historical or recreational impacts by the planned improvements on this project.
3. There will be no formal public involvement process as part of this scope. However, Tetra Tech will assist the City of North Bend on providing project status and design information communications with the City Council as needed.
4. The project is likely to qualify for categorical exclusion under SEPA under section 197-11-800 (2) (c) related to pedestrian walks and paths. The City will take the lead in all environmental documentation and permitting with project design information support from Tetra Tech.
5. Tetra Tech will use AutoCAD / Civil3D version 14 and follow the City of North Bends Public Works Standards where they apply.
6. Current WSDOT Standards will be the default as this is on a state route (SR 202) and will require WSDOT review and right of way permitting.
7. Design level topographic survey is complete (by Axis Survey and Mapping) and was provided to Tetra Tech, in AutoCAD, by the City.
8. A traffic Analysis developed for the Bartell's site, completed in May 2012, will be used as the basis for determining the turn pocket length for this project. Additional updated counts will be needed to understand current 2014 conditions as the previous counts are pre Bartell's site development and 3 years old. No additional detailed traffic analysis will be conducted by Tetra Tech as part of this scope, only a queue analysis will be needed based on updated traffic counts.

9. Illumination levels for the intersection due to adding the new right turn lane will need to be analyzed. It is assumed additional illumination will be required and PSE will maintain ownership of the one existing luminaire as well as take ownership of any additional luminaires added along Bendingo BLVD.
10. A stormwater review will be required on this project based on the amount of added and replaced impervious, which will exceed 2,000 square feet, but remaining under the 5,000sf threshold. This is per the 2009 King County Surface Water Design Manual and the WSDOT Hydraulics Manual. This will be a memorandum, not a full stormwater technical report.
11. Preliminary discussions with the WSDOT NW Region ADA lead (Randy Franz) indicated that the signal system will need an upgrade to full Accessible Pedestrian Signal (APS) at all four corners as none of them are up to current ADA standards. The existing curb ramps at the northeast and southwest corners of the intersection will need to be evaluated and meet the ADA guidelines to the Maximum Extent Feasible. ADA documentation will be provided in the form of a Maximum Extent Feasible (MEF) document.
12. There will be utility coordination for this project. Tetra Tech will identify what needs to be relocated or adjusted and lead utility coordination with the affected Utilities.

I. DESIGN SERVICES

Task 1- Project Management and Coordination

Objective: To provide overall project management, oversight, and quality control of the project work by the Tetra Tech design team.

Provide overall project management and oversight services including:

- Procure and manage sufficient staff resources to dedicate to the project.
- Monitor and control project budget and schedule.
- Provide end of week (e-mail) progress reports
- Provide monthly progress reports and invoices.

Conduct relevant QA/QC reviews.

Deliverables:

- Project simple work plan
- Weekly, informal progress report
- Monthly progress reports and invoices

Task 2 – Queue Analysis and Illumination Design

Since the Bartell plaza has been in operation, a quick PM traffic count is recommended to verify the volumes and provide an updated accurate analysis for the right turn pocket length based on an adequate design year forecast (to be determined by the City, but assumed to be at least to the year 2025). In addition, illumination will be evaluated to ensure the added right turn pocket and the intersection is brought up to current lighting level standards, per the WSDOT Design Manual.

This task will accomplish the following:

- PM peak hour traffic counts: Perform one weekday PM peak hour traffic turn movement counts at the intersection.
- Forecasted queuing analysis: Synchro model analysis to verify the queuing in order to set the correct northbound right turn lane length.
- Illumination analysis: set up AGI32 to review existing lighting levels and verify if additional lighting is needed per WSDOT design standards.

- Summary Traffic Technical Memorandum: develop a technical memo to document the right turn length and illumination needs to support the PS&E.

Deliverable:

- Summary Traffic Technical Memorandum (one version, electronic pdf)

Task 3 – Design, PS&E, and Coordination

Develop full Plans, specifications and engineers estimate as well as supporting design documentation, utility coordination, and WSDOT coordination to prepare this project for advertisement to construct.

Subtask 3.1 Plans, Specifications, and Estimate

The project will widen Bendigo BLVD to the east at the intersection to accommodate a new north bound right turn lane. The right turn lane length will be determined as part of Task 2. The project will replace the existing sidewalk with a new 6 foot width sidewalk adjacent to the new right turn lane. The signal system will be modified to accommodate the right turn pocket and upgraded to full Accessible Pedestrian Signals (APS) at all corners. The southwest, and northeast curb ramp will be assessed for ADA compliance since they will be affected by the project. The Northwest curb ramp will be documented in the MEF.

The design will involve two submittals, one at the 60% design level and one for the final bid proposal. The 60% design will be an informal check in for an “over the shoulder” review by the City. The final submittal will be the full PS&E, including the entire assembled bid documents.

The assumed sheet list is as follows:

Sheet Name	Number of sheets
Title sheet with vicinity map	1
Legend and Abbreviations	1
Site Preparation including utility relocation notes	1
Paving, Channelization, and Signing Plan	1
Paving Details	1
Drainage Plan and details	1
Signal Modification Plan and Details	3
Illumination Plan	1
Construction Sequencing and Traffic Control Plan	1
Total	11

This work assumes that minor stormwater elements will be impacted as the curb line will change as well as new impervious pavement will be added due to the new northbound right turn pocket. More than 2,000 square feet, but less than 5,000sf of impervious surface will be added and replaced. Therefore, a stormwater review per the 2009 King County Surface Water Design manual and the WSDOT Hydraulics manual will be required. This will be in the form of a technical memorandum. WSDOT will need to be consulted before the report is started in order to determine

whether a Type B Hydraulics report or a Hydraulic Summary report should be generated. WSDOT will provide a review and concurrence of the stormwater revisions for this project.

Deliverables:

- 60% plans and estimate check set (electronic pdf of plans and Excel spreadsheet of the estimate)
- Final Bid Set (draft and final). Two copies of the draft submittal shall be half size drawings, full contract provisions set in MS Word, and Excel workbook for the engineers estimate. The final version shall be engineer stamped and signed pdf plans (including signed City approval block). Engineer stamped and signed contract provisions package, and pdf engineers estimate.
- Stormwater Review Technical memorandum (Draft and Final, electronic pdf)

Subtask 3.2 Utility Coordination

Identify potential utility conflicts and communicate them to Utility purveyors. It is assumed that there will be some utility adjustments and at least one luminaire replacement needed by Puget Sound Energy. Comcast, CenturyLink, and City of North Bend water may need adjustments or minor relocations. This will be fully determined once the 60% design is near completion.

Tetra Tech will initiate a utility coordination meeting(s) on site with each affected Utility. Potential relocations and adjustments will be discussed at that time and solutions determined in terms of responsibilities.

Deliverable:

- Utility Coordination Log – to be maintained for the life of the project and provided to the City upon completion of the project or on a requested basis.

Subtask 3.3 WSDOT Coordination

Coordinate with the WSDOT NW Region Developer Services office in order to obtain ADA design approval and to obtain a right of way permit.

Deliverable:

- ADA documentation (draft and final electronic pdf). The format will follow the WSDOT NW Region Maximum Extent Feasible (MEF) documentation guidelines.

Task 4 – AD and BID Support

Assist the City during the advertisement and bid phase. This task assumes the work will be bid and constructed under one schedule of work.

Assist in preparing advertisement for bid and distribute to City's "newspaper of record" and the Daily Journal of Commerce. Prepare and distribute bid documents to the City of North Bend, Builders Exchange, and WSDOT.

Attend bid opening and assist the City as required for bid opening.

Subtask 4.1 Addendum Support

Prepare and distribute any bid addenda as may be required.

Subtask 4.2 RFI Support

Answer bid inquiries during the bid phase.

Subtask 4.3 Bid Analysis Support

Review bids tendered for completeness and compliance with bidding requirements.

Check references of responsible, qualified low bidder with previous owners for whom the apparent low bidder has done work.

Task 5 – Construction Services Support - TBD

Consultant Fee Determination

Tetra Tech, Inc.
City of North Bend
Bendigo BLVD (SR 202) at Park Ave - North Bound Right Turn Lane

Contract # ???

FEE ESTIMATE		Tetra Tech, Inc									
Rates		60.75	52.08	44.75	28.75	30.85					
Work Element		SO Sr. Project Manager	JL Project Engineer	NW Engineer	AA CADD/GIS	TS Admin	TOTAL	DSC	169.32% OH	35.0% FEE	TOTAL
1.0 Project Management and Coordination		32	1	1	0	8	42	\$ 2,287.63	\$ 3,873.42	\$ 800.67	\$ 6,961.72
2.0 queue Analysis and Illumination Design		2	44	0	0	0	46	\$ 2,413.02	\$ 4,085.73	\$ 844.56	\$ 7,343.31
Queue Analysis		1	28								
Illumination Design		1	16								
3.0 Design, PS&E, and Coordination		56	88	42	48	4	238	\$ 11,367.94	\$ 19,248.20	\$ 3,978.78	\$ 34,594.92
3.1 PS&E		16	80	40	48	4					
3.2 Utility Coordination		16									
3.3 WSDOT Coordination		24	8	2							
4.0 AD and Bid Support		8	14	1	4	0	27	\$ 1,374.87	\$ 2,327.93	\$ 481.20	\$ 4,184.00
4.1 Addendum Support		4	6		4						
4.2 RFI Support		2	4	1							
4.3 Bid Analysis Support		2	4								
5.0 Construction Support Services - TBD		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
		98	147	44	52	12	353	\$ 17,443.46	\$ 29,535.28	\$ 6,105.21	\$ 53,083.95
		REIMBURSABLE EXPENSES (REIMB):						200	0.565		\$113.00
		Design Services Mileage									\$300.00
		Reproduction									\$413.00
		Total:									
		TOTAL									\$ 53,496.95



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-037
A Motion Authorizing Water Tanks Cleaning, Inspection and Repairs Contract with Change Order No. 1		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	X
Cost Impact: \$9,968.03			
Fund Source: Water (401)			
Timeline: Immediate			
Attachments: Original Contract, Change Order No. 1			
<p>SUMMARY STATEMENT:</p> <p>Per industry recognized best management practices and in an effort to prevent contamination of our drinking water system, the City has historically inspected and cleaned their three water storage tanks (reservoirs) on intervals ranging from 3 to 5 years. The most recent cleaning and inspection for each reservoir is as follows:</p> <ul style="list-style-type: none"> • Forster Woods Reservoir: August 2008 • Nintendo Reservoir: July 2011 • I-90 Reservoir: June 2011 <p>Upon completion of the 2011 I-90 Reservoir inspection, a report was prepared which noted recommended repairs to the tank. These repairs were not completed at that time. As such, staff requested quotes to clean and inspect all of the tanks and implement the repairs noted in the 2011 I-90 inspection report from four companies licensed to perform the work. The low quote was submitted by Reliable Diving, LLC of Maple Valley, WA for \$6,617 on January 25, 2015. This quote did not include time and materials for repair work exceeding that noted in the most recent inspection report. Since the amount of the contract was below the \$7,500 which required Council authorization, a contract was executed administratively for the inspections and repairs with Reliable Diving in an amount not to exceed \$7,000.</p> <p>Reliable Diving performed all of the work in March 2015. As the inspection report was created 4 years earlier, the repairs necessary at the I-90 Reservoir were more extensive than planned. The contractor was given direction to perform all necessary repairs. As such, the amount invoiced was \$7,849.92, due to the extra repair work.</p> <p>The inspection of the Forster Woods Reservoir brought to light some repairs that are needed in that tank as well. Reliable Diving submitted a quote for that work in the amount of \$2,116.16, including tax.</p> <p>Since the total amount of the contract now exceeds \$7,500, staff requests Council authoriz the attached change order which will increase the amount of the contract to \$9,968.03 (\$7,849.92 + \$2,116.16). The change order will also authorize the extra work that was done at the I-90 Reservoir at the City's direction and authorize new work necessary at the Forster Woods Reservoir. Staff strongly recommends approval of this change order in an effort to prevent contamination of the City's drinking water supply.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their April 8, 2015 meeting and was recommended for approval and placement on the consent agenda.</p>			

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB15-037, authorizing Water Tanks Cleaning, Inspection and Repairs contract with Change Order No. 1, in a total amount not to exceed \$9,968.03.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2015		

SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

Between: City of North Bend and Reliable Diving, LLC
Project: Water Tank Cleaning, Inspection and Repairs
Commencing: March 10, 2015
Terminating: May 10, 2015
Amount: Not to exceed \$7,000 without written approval

THIS AGREEMENT, made and entered March 10, 2015 by and between the **CITY OF NORTH BEND**, a Washington municipal corporation (the "City") and Reliable Diving, LLC, a Limited Liability corporation/partnership, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for inspection and cleaning of the Forster Woods, Nintendo, and I-90 water tanks, and epoxy repairs of the I-90 water tank.

WHEREAS, pursuant to the invitation of the City, extended through the City of North Bend Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer, and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall obtain all permits and/or approvals, do all the work, including all construction and services, and furnish all tools, materials and equipment for inspection and cleaning of the Forster Woods, Nintendo, and I-90 water tanks, and epoxy repairs of the I-90 water tank in accordance with and as described in the attached plans and specifications, and shall perform any alterations in or additions to the work as provided under this contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached Scope of Work **Attachment A**).
- 2. Contract Documents.** The contract between the parties includes this contract, along with the attached Scope of Work and quote (**Attachment A**), Performance Bond (**Attachment B**), L&I form *Statement of Intent to Pay Prevailing Wages - Public Works Contract*

(Attachment C), *Declaration of Option for Management of Statutory Retained Percentage* (Attachment D), Small Works Roster listing (Attachment E), which are hereby incorporated by reference and made a part of this contract as if set forth in full, and shall be referred to herein as the "Contract Documents".

3. City Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the materials to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications, and the terms and conditions contained in this contract. The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum not to exceed \$7,000 without written approval.

4. Time of Performance/Liquidated Damages. Work shall start within 30 days of execution of this contract and shall be completed **within 30 working days**. If the work is not completed within the time specified, the Contractor agrees to pay to the City the sum of \$0 for each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1. The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, in writing by the City, may be considered defective.

5.2. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents. The Contractor shall further indemnify and hold the City harmless from defects appearing or developing in the material or workmanship provided or performed under the Contract Documents within a period of one year after its acceptance thereof by the City.

6. Change Orders. Changes in the scope of work to be performed, in the amount of the contract sum, or in the time for completion of the work may be accomplished only by a written document, signed by the Contractor and Kenneth Hearing, Mayor on behalf of the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
3. Worker's Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. **Performance Bond/Statutory Retainage/Prevailing Wages.**

8.1. Performance Bond. Upon execution of his contract, as required by Chapter 39.08 RCW, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the city and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Alternately, pursuant to RCW 39.08.010, in lieu of the performance bond required under this section, at the option of the Contractor the City may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

8.2. Retained Percentage. Pursuant to Section 60.28.010 RCW, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, the Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in Section 60.28.011 RCW. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under Chapter 60.28 RCW.

8.3. Prevailing Wages. Pursuant to RCW Chapter 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and each and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released to the Contractor.

9. City Business License Required. The Contractor must obtain a City of North Bend Business License before any payment under the contract can be made.

10. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

11. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of North Bend Municipal Code and ordinances of the City of North Bend. Venue for any action hereunder shall be exclusively in King County Superior Court.

12. Termination. This contract can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

Public Works Department
City of North Bend
Attn: Kraig Kramer
P. O. Box 896
North Bend, WA 98045
Telephone: (425) 888-7655
Fax: (425) 888-3502

TO CONTRACTOR:

Reliable Diving, LLC
PO Box 1321
Maple Valley, WA 98038
Attn: Robert Slattery
Telephone: 888-734-8464
Fax: 855-734-8464

14. Indemnity and Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this contract is Subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

15. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

16. Waiver. Waiver by the City of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

17. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and expert witness fees, and costs and disbursements incurred by such party.

18. Entire Contract. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

19. Binding Effect. This contract shall be binding upon the parties, their heirs, personal representatives, successors and assigns.


20. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

21. Severability. If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

22. Corporate Authority. Each individual executing this contract is duly authorized to execute and deliver this contract on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, or in accordance with the By Laws of said corporation, and that this contract is binding upon the corporation in accordance with its terms. A certified copy of such resolution shall be furnished to the City within ten (10) days of the date of the execution of this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the day and year first written above.

CITY OF NORTH BEND



Kenneth G. Hearing, Mayor

Date: March 11, 2015

[Contractor]



(Authorized Representative)

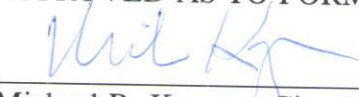
MEMBER / MANAGER
(Title)
Date: March 19, 2015

ATTEST:



Susie Oppedal, City Clerk

APPROVED AS TO FORM:



Michael R. Kenyon, City Attorney



Reliable Diving, LLC.
P.O. Box 1321
Maple Valley, WA 98038
Office: 888-RDIVING - Fax: 855-RDIVING
Website: www.rdiving.com

Kraig Kramer
City of North Bend

North Bend, WA 98363

1/25/2015
Wk.: (425) 888-0486
Cell: (425) 864-0241
Job # 15WA

Reliable Diving, LLC shall provide all labor, materials, and insurance for the performance of the project as outlined in this bid for the duration of the project. All work will be conducted in accordance with all local, state and federal laws pertaining to the scope of work in the bid document.

Reliable Diving, LLC has prepared this bid for the project outlined in "The scope of work". Please review the bid document to ensure that all dimensions and capacities of the structure(s) are correct. Our bid assumes that the material to be removed is normal for potable water (silt, iron, manganese or other light material). If the material is difficult to remove such as sand, gravel, coating chips, rust scale or concrete chips then our hourly rate of \$325.00 per hour shall apply. This bid is for the cleaning of all submerged horizontal surfaces and angled surfaces up to 30 degrees.

Tank Name	Construction Type	Floor Dimensions	Hgt. (Ft.)	Capacity Gallons	Surface Area		Price for Visual Inspection Only	Price for Cleaning & Inspection	Price for Additional Sediment Per inch
1. Nintendo Tank	OG Concrete	90	45	2,140,420	6,359		N/A	\$1,950	
2. Forester Tank	OG Steel	54	44	753,428	2,289		N/A	\$1,330	
*Price's are based on Prevailing Wage									
Subtotal							\$0	\$3,280	
Total							\$0	\$3,280	
							\$0	\$289	
*Plus sales tax (if applicable): 0.088									
Tax Code 1722									
Grand Total								\$3,569	

Scope of Work:

This bid is for the removal of material (up to 4") in the above mentioned water tanks using a vacuum head with a stiff bristle brush that scrubs the floor. The effluent will be discharged to the ground in a location approved by the district using a 3" trash pump unless otherwise discussed in the bid process. All equipment will be sanitized with a 200 ppm chlorine solution prior to being placed inside tank. The diver will be in a sealed vulcanized rubber dry suit mated to a commercial dive helmet with live voice communications and hat mounted video camera. A comprehensive visual inspection will be done of the entire water tank. All cleanings and inspections will be done in accordance with all WISHA, OSHA, EPA, AWWA, ANSI, NACE, SSPC and ADCI standards. All photographs will be taken with a high definition digital camera. A detailed final report will be prepared and provided to the district in a PDF format and on your choice of USB flash drive, compact disc, or emailed. We will also be submitting a high definition DVD to the district.

Please ensure that the entry hatch(es) are at a minimum 18" or our inspector will be unable to enter the tank. If we are to clean the tank please ensure that the water level(s) are within 10' of the roof entry hatch(es). On stand pipes other discharge arrangements will be made. Review the information on the tank(s) above and ensure that they are correct. Ensure that the scope of work is correct. By initialing you have confirmed that everything is correct as indicated. KKK Please Initial

Additional Services:

Filtration of effluent. Filter bags will be charged at \$250.00 each. Disposal is up to the district unless specified in the bid process. Dechlorination of effluent with LPD-chlor tablets is charged at \$25.00 per hour of pumping. Coating spot repairs are done at \$325.00 per hour and \$160.00 per 2 gallon kit used. All repair material is NSF approved. Leak detection is done using NSF approved dye and charged at \$325.00 per hour.

Terms:

Net 30. Any unpaid balance after 30 days will be subject to a 20% per annum finance charge. The interest will accrue each month until the balance is paid in full.

Please sign this quote and send back to us with an approximate time frame of when you would like the work done. If you have any questions please give us a call. We appreciate the opportunity to work with you.

Quote is valid for 90 days. Upon signature the work shall be accomplished at a mutually acceptable date.

Sincerely,

John Dewey

Accepted by:	<u>Kraig S. Kramer</u>	Date:	<u>2/5/15</u>
	Print name		
Signature:	<u>Kraig S. Kramer</u>	Title:	<u>Water Systems operator</u>



Reliable Diving, LLC.
P.O. Box 1321
Maple Valley, WA 98038
Office: 888-RDIVING - Fax: 855-RDIVING
Website: www.rdiving.com

Kraig Kramer
City of North Bend

North Bend, WA 98363

1/25/2015
Wk.: (425) 888-0486
Cell: (425) 864-0241
Job # 15WA

Reliable Diving, LLC shall provide all labor, materials, and insurance for the performance of the project as outlined in this bid for the duration of the project. All work will be conducted in accordance with all local, state and federal laws pertaining to the scope of work in the bid document.

Reliable Diving, LLC has prepared this bid for the project outlined in "The scope of work". Please review the bid document to ensure that all dimensions and capacities of the structure(s) are correct. Our bid assumes that the material to be removed is normal for potable water (silt, iron, manganese or other light material). If the material is difficult to remove such as sand, gravel, coating chips, rust scale or concrete chips then our hourly rate of \$325.00 per hour shall apply. This bid is for the cleaning of all submerged horizontal surfaces and angled surfaces up to 30 degrees.

Tank Name	Construction Type	Floor Dimensions	Hgt. (Ft.)	Capacity Gallons	Surface Area		Price for Visual Inspection Only	Price for Cleaning & Inspection	Price for Additional Sediment Per inch
1. I-90 Tank	OG Steel	56	28	515,627	2,462		N/A	\$1,350	
*Repairs will be done at \$325.00 per hour and \$160.00 per 2 gallon kit of Aquatapoxy. *Price's are based on Prevailing Wage									
$4 \text{ hrs } \$1300.00 + \$160.00 = \$1460.00$ $2 \text{ hrs } \$650.00 + \$160.00 = \$810.00$ $3 \text{ hrs } \$975.00 + \$160.00 = \$1135.00$									
Subtotal							\$0	\$1,350	
Total							\$0	\$1,350	
*Plus sales tax (if applicable): 0.088							\$0	\$119	
Tax Code 1722									
Grand Total									

Scope of Work:

This bid is for the removal of material (up to 4") in the above mentioned water tanks using a vacuum head with a stiff bristle brush that scrubs the floor. The effluent will be discharged to the ground in a location approved by the district using a 3" trash pump unless otherwise discussed in the bid process. All equipment will be sanitized with a 200 ppm chlorine solution prior to being placed inside tank. The diver will be in a sealed vulcanized rubber dry suit mated to a commercial dive helmet with live voice communications and hat mounted video camera. A comprehensive visual inspection will be done of the entire water tank. All cleanings and inspections will be done in accordance with all WISHA, OSHA, EPA, AWWA, ANSI, NACE, SSPC and ADCI standards. All photographs will be taken with a high definition digital camera. A detailed final report will be prepared and provided to the district in a PDF format and on your choice of USB flash drive, compact disc, or emailed. We will also be submitting a high definition DVD to the district.

$$4 \text{ hrs } = \$1,469 + \text{TAX } \$3,048.00$$

Please ensure that the entry hatch(es) are at a minimum 18" or our inspector will be unable to enter the tank. If we are to clean the tank please ensure that the water level(s) are within 10' of the roof entry hatch(es). On stand pipes other discharge arrangements will be made. Review the information on the tank(s) above and ensure that they are correct. Ensure that the scope of work is correct. By initialing you have confirmed that everything is correct as indicated. JKK Please Initial

Additional Services:

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Dechlorination of effluent with LPD-chlor tablets is charged at \$25.00 per hour of pumping.
Coating spot repairs are done at \$325.00 per hour and \$160.00 per 2 gallon kit used. All repair material is NSF approved.
Leak detection is done using NSF approved dye and charged at \$325.00 per hour.

Terms:

Net 30. Any unpaid balance after 30 days will be subject to a 20% per annum finance charge. The interest will accrue each month until the balance is paid in full.

Please sign this quote and send back to us with an approximate time frame of when you would like the work done. If you have any questions please give us a call. We appreciate the opportunity to work with you.

Quote is valid for 90 days. Upon signature the work shall be accomplished at a mutually acceptable date.

Sincerely,

John Dewey

Accepted by: <u>Kraig S Kramer</u>	Date: <u>2/5/15</u>
Print name	
Signature: <u>Kraig S Kramer</u>	Title: <u>Water Systems Operator</u>

**CITY OF NORTH BEND
DECLARATION OF OPTION FOR PERFORMANCE
BOND OR ADDITIONAL RETAINAGE**

(CONTRACTS UNDER \$35,000 ONLY)


Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

☐ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. *Mandatory on contracts exceeding \$35,000.*

☒ (2) Have the City retain, in lieu of the performance and payment bonds, fifty percent (50%) of the total contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. RCW 39.08.010.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of North Bend, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.


Contractor Signature, Date 3/19/15
Bond No. _____

CITY OF NORTH BEND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of North Bend in the full sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered or will enter into an agreement in writing with the City of North Bend, dated ____ day of _____, 20____ for:

Contract No.:

Contract Title:

and the terms, conditions and covenants specified in said agreement, including all of the contract documents therein referred to, are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein;

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions and requirements of the agreement, including all of the contract documents, according to the terms and conditions thereof and shall hold the City of North Bend harmless from any loss or damage to any person or property by reason of any negligence on the part of the Principal or of any subcontractor in the performance of said work, and shall pay all laborers, mechanics, subcontractors and materialmen and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on of such work, and shall further indemnify and save harmless the City from any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the agreement which shall develop or be discovered within 365 days after the final acceptance of such work, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and the City shall have the right to sue on this bond for any breach of the contract on this bond; provided, however, that the provisions of this bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such work.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by the City.

SIGNED AND SEALED this ____ day of _____, 20____.

Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Phone: _____	Phone: _____

STATE OF WASHINGTON)

COUNTY OF KING)ss
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Signature) (Print name: _____)

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON)

COUNTY OF KING)ss
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Signature) (Print name: _____)

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My appointment expires _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

Declaration of Option for Management of Statutory Retained Percentage

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of RCW 60.28 shall, at the option of the Contractor, be:

- ☒ (1) Retained in a fund by the Owner until 30 days following Final Acceptance of the work;
- ☐ (2) Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association, not subject to withdrawal until after Final Acceptance of the Work or until agreed to by both parties; or
- ☐ (3) Placed in escrow with a bank or trust company by the Owner until 30 days following Final Acceptance of the Work. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The Contractor, in choosing option (2) or (3), agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Project Title: WATER TANK CLEANING, INSPECTION & REPAIR

Contractor Name: RELIABLE DIVING LLC
(Please Print)

Contractor Signature  Date 3/19/15

Note: For the convenience of those Contractors choosing option (3), a City approved Escrow Agreement form is provided on the following pages. The Contractor is not required to use this Escrow Agreement form, however, alternative forms will need to be approved prior to execution by the City.

Contact Information

Business Name: Reliable Diving, LLC
Parent Company/Legal Business Name:
Website URL: <http://www.rdiving.com>
Accept emergency work: Yes

Primary Contact

Name: Robert Slattery
Title: Member/Manager

Branch Location:
Address: P.O. Box 1321
Maple Valley, WA 98038
Phone: 888-734-8464 x801
Fax: 855-734-8464
Email: robert@rdiving.com

☒ Notify this contact about project new opportunities

☒ Emergency Work Contact

Classifications & Licenses

UBI #: 603161259
Number of WA Employees: 1 - 30
Employment Security #: 445755000
Federal Tax ID #: 453988098
L&I: <https://fortress.wa.gov/lri/crpsi/ExperienceFactorHistory.aspx?AccountId=22602000&BusinessId=603161259&BusinessName=RELIABLE+DIVII>
Experience Factor:

Contractor's License

Number #: RELIADL863BZ
Expiration Date: 01/09/2016

Bonding

Bonding Company: Wesco Insurance Company
Contact Name: Spencer King
Contact Phone Number: 4258211950

Professional/Specialty License

License Name:
Number:

Expiration Date:

Certifications

Federally Disadvantaged Business Enterprise	Certification number:
WA Disadvantaged Business Enterprise (DBE)	Certification number:
WA Minority Business Enterprise (MBE)	Certification number:
WA Minority Woman Business Enterprise (WMBE)	Certification number:
WA Woman Business Enterprise (WBE)	Certification number:
WA Combination Business Enterprise (CBE)	Certification number:
Veteran Owned	Certification number:

Insurance

Insurance Company Name :	Allstate Insurance
Contact Name :	Spencer King
Contact Phone Number :	425.821.1950
Policy #:	
Expiration Date:	

Upload a Statement of Qualifications

Project Summaries

Project #1

Name:

Public Agency:

Agency Point of Contact

Name:

Phone Number:

Email:

Project Detail

Were you the prime contractor?:

Specify the prime contractor?:

Contract Amount: \$

When was the project completed?:

Provide a brief description of the project:

Selected Services**Small Works****Marine Construction**

- Breakwall/Seawall/Breakwater Construction, Repair, and Maintenance
- Diving/Salvage
- Dock/Wharf/Float Construction, Repair and Maintenance
- Dredging
- Marine Contracting
- Pile Driving

Water Facility Construction, Repair, and Maintenance

- Reservoir Cleaning, Painting, and Caulking
- Water Main Construction, Repair and Maintenance

**CHANGE ORDER #1 TO
SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT
City of North Bend and Reliable Diving, LLC
Water Tank Cleaning, Inspection and Repairs**

Justification: There are two items included in this change order, which are summarized below:

1. I-90 Reservoir Repair Work – The level of effort for the repairs necessary at the I-90 Reservoir were higher than anticipated because the report on which the quotes were based was nearly 4 years old at the time the quote was submitted.
2. Forster Woods Reservoir – No repair work was anticipated at Forster Woods because the condition was unknown. Inspection of the reservoir revealed repairs that are necessary to prevent contamination of the drinking water supply.

The contract is changed as follows:

Section 1 – Scope of Work to be Accomplished.

1. This section is supplemented with the following:

“The Contractor shall also make repairs to the Forster Woods Reservoir as recommended following the inspection.”

Section 3 – City Responsibility/Payment

1. Revise the second sentence to read:

“The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum not to exceed \$9,968.03 without written approval.”

Attachment A – Scope of Work and Quote

1. See attached invoice for completed work and quote for additional repair work at the Forster Woods Reservoir.

Reliable Diving, LLC

20640 190th Ave SE
Renton, WA 98058

Invoice

Date	Invoice #
3/30/2015	1503WA009

Bill To
City of North Bend Kraig Kramer 1155 E North Bend Way North Bend, WA 98045

P.O. No.	Terms	Project
15WA	Net 30	

Quantity	Description	Rate	Amount																								
1	Nintendo Tank: Clean & Inspect 3/25/2015	1,950.00	1,950.00T																								
1	Forester Tank: Clean & Inspect 3/26/2015	1,330.00	1,330.00T																								
1	I-90 Tank: Clean & Inspect 3/27/2015	1,350.00	1,350.00T																								
5	Epoxy Repairs on I-90 Tank	325.00	1,625.00T																								
6	Epoxy Kits for I-90 Tank	160.00	960.00T																								
	Sales Tax	8.80%	634.92																								
<div>#401-534-80-48-00 KKE 3/30/15 M 3/30/2015</div> <div><table><tr><td>VEND.#</td><td>INV.#</td><td>INV. DATE</td></tr><tr><td></td><td>1503WA 001</td><td>3/30/15</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td>APPROVAL</td><td></td><td></td></tr></table></div>				VEND.#	INV.#	INV. DATE		1503WA 001	3/30/15																APPROVAL		
VEND.#	INV.#	INV. DATE																									
	1503WA 001	3/30/15																									
APPROVAL																											
		Total	\$7,849.92																								



Our Name Says it All

Quote

Date: 4/6/2015
INVOICE # 1503WA011
Expiration Date: 5/1/2015

TO Kraig Kramer
City of North Bend
1155 E North Bend Way
North Bend, WA 98045
Wk. (425) 888-0486
Fax (425) 864-0241

Salesperson	Job	Payment Terms	Due Date
John Dewey	Forester Tank Repairs - OG Steel 54' Wide x 44' Tall		

Qty	Description	Unit Price	Line Total
1	Mobilization / Demobilization	325.00	325.00
4	Epoxy Repairs (Hourly). Approximately 4 hours of epoxy repair.	325.00	1,300.00
2	Kit of Epoxy	160.00	320.00
Subtotal			1,945.00
Sales Tax			173.11
Total			2,118.11

To accept this quotation, sign here and return: _____

Thank you for your business!

Reliable Diving, LLC P.O. Box 1321, Maple Valley, WA 98038 Phone 888-RDIVING Fax 855-RDIVING

CITY OF NORTH BEND, WASHINGTON

[CONTRACTOR]

By: _____

By: _____

Title: Kenneth G. Hearing
Mayor

Title: _____

Date: _____

Date: _____



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-038
A Motion Authorizing a First Amendment to the Fire Station Lease with Piccola Winery	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		X
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Community & Economic Development – Gina Estep		
	Finance – Dawn Masko		
Cost Impact: No new expenditure. Revenue will vary based upon Lease and First Amendment	Public Works – Mark Rigos		
Fund Source: N/A			
Timeline: Immediate			
Attachments: First Amendment to Fire Station Lease			
<p>SUMMARY STATEMENT:</p> <p>The City entered into an agreement with Piccola Winery to lease certain premises located in the City's former fire station at City Hall on February 5, 2014 for a wine tasting room ('Lease'). The Lease contained provisions regarding the payment of rent, common area charges and leasehold excise taxes. The Tenant has sought renegotiation of the Lease to reflect market conditions.</p> <p>The attached First Amendment to the Lease dated effective May 6th, 2015 ("First Amendment") reflects these negotiations and sets a new monthly rental rate of \$1300.00 with an annual adjustment by the amount of any increase from the prior year in the Consumer Price Index for Urban and Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton area (CPI-W). The CPI-W rent increase will commence January 1, 2016 and continue thereafter during the remainder of the term. Further, the attached Amendment creates a flat common area charge during the initial 5 year term and increases this charge from \$200 a month to \$250 a month commencing October 1, 2015. The common area charge will also be increased annually by the CPI-W. In addition, certain capital improvements have been eliminated from the definition of "common areas".</p> <p>Except as otherwise amended by the First Amendment, the remainder of the Lease is in full force and effect. Council pulled this item from its March 3, 2015 regular City Council meeting agenda and directed the City Administrator to continue negotiations with tenant. The City Administrator did continue those negotiations based upon direction received from the Finance and Administration Committee members and the outcome of such negotiations are reflected in this First Amendment.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this First Amendment on March 3, 2015 and again on April 7, 2015 and recommended it be placed on the Consent Agenda for approval.</p>			
<p>RECOMMENDED ACTION: MOTION to approve AB15-038, authorizing a First Amendment to the Fire Station Lease originally entered into between the City of North Bend and Piccola Winery on February 5, 2014.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
March 3, 2015	Pulled AB15-019	7-0	
April 21, 2015			

FIRST AMENDMENT TO FIRE STATION LEASE

THIS FIRST AMENDMENT TO FIRE STATION LEASE ("Amendment") is dated effective the 5th day of May 2015 and is entered into between the CITY OF NORTH BEND, a Washington municipal corporation ("Landlord") and the EDMONDS WINERY LLC, A Washington Limited Liability Corporation d/b/a PICCOLA CELLARS and LA BOTTE PICCOLA WINE COMPANY ("Tenant").

I RECITALS

A. Landlord and Tenant entered into that certain Lease dated February 5, 2014 ("Lease") covering certain premises commonly known as the prior North Bend Fire Station and located at 112 W. Second Street, North Bend, Washington ("Premise");

B Landlord and Tenant intend that the rent and common area charges reflect fair rental value.

C. The parties have agreed to modify the provisions covering the payment of rent and common area charges (including leasehold excise tax) in order that both reflect current market rental rate and triple net charges pursuant to the terms of this First Amendment.

D. Any capitalized terms in this First Amendment shall have the meaning set forth in the Lease.

II

1. Rent. Section 3.1(a) "Initial Term" shall be amended as follows:

(a) Initial Term. Beginning on the Commencement Date and continuing to the Expiration Date, Tenant shall pay to Landlord without notice, offset or deduction, on or before the fifth day of each month, monthly rent in the amount of One Thousand Three Hundred Dollars (\$1300.00) ("*Rent*"). . The Rent shall be adjusted annually by the amount of any increase from the prior year in the Consumer Price Index for Urban and Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bremerton area.

2. Common Area Charges. Section 3.2(a) of the Lease shall be amended as follows:

(a) Tenant agrees to pay Landlord, as additional rent, a Common Area Charge. The "*Common Area Charge*" is defined as Tenant's Proportionate Share of Landlord's costs and expenses of every kind and nature incurred in the operation and maintenance of the Common Areas and 100% of any leasehold excise tax that is due as a result of Tenant occupying property owned by the City. The "*Common Areas*" are defined as including, but not limited to, , all common areas used by the Tenant and Tenant's invitees including without limitation, service areas, landscaped areas, Premises identification signs, traffic markers and signs, , , restrooms serving the public, and all maintenance of roofs and building exteriors of the Premises. The

First Amendment to Fire Station Lease

common area costs shall mean the total costs and expenses incurred by the Landlord for taxes (excluding leasehold excise tax which shall be paid 100% by Tenant), insurance, cleaning, repairing, operating, policing, managing, replacing, and modifying all or any part of the Common Areas as deemed appropriate by Landlord. All charges payable by Tenant under this section as Common Area Charges shall be estimated and paid in equal monthly installments in advance at the same time and place as provided for the payment of the Rent. For the first year of the Lease and thereafter until September 1, 2015, Tenant shall pay \$200 a month as an estimated Common Area Charge. Commencing October 1, 2015 and continuing until the expiration of the Initial Term, Tenant shall pay \$250 a month as an estimated Common Area Charge. Commencing January 1, 2016, the Common Area Charge shall be adjusted annually by the amount of any increase from the prior year in the Consumer Price Index for Urban and Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bremerton area.

3. Reconciliation of Common Area Charges. Section 3.2(c) of the Lease shall be amended as follows:

(c) If the Tenant elects to extend the term by exercising the Option Term, then within ninety (90) days following the end of each calendar year during the Option Term, or as soon as reasonably possible thereafter, Landlord shall furnish to Tenant a statement covering such year just ended, showing the Common Area Costs and the amount of Tenant's Proportionate Share of such costs for such year and the payments made by Tenant with respect to such year. If Tenant's Proportionate Share of such costs is less than Tenant's payments so made, Tenant shall not be entitled to a credit as the \$200 a month is a minimum amount to be paid or, if such share is greater than Tenant's said payments, Tenant shall pay Landlord the difference within thirty (30) days after receipt of such statement. Landlord and Tenant's obligations under this subsection shall survive the expiration or earlier termination of this Lease.

4. All Other Provisions of ILA Remain in Full Force and Effect.

All other provisions of the Lease not specifically amended by the First Amendment shall remain in full force and effect.

DATED effective this 5th day of May, 2015.

PICCOLA

CITY OF NORTH BEND

By: _____
Diana Kaspic

By: _____
Kenneth G. Hearing, Mayor



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-039
An Ordinance Increasing the Rates for Professional, Administrative and Support Costs and Amending the Taxes, Rates & Fees Schedule		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	X
		Public Works – Mark Rigos	
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
Attachments: Ordinance			
<p>SUMMARY STATEMENT:</p> <p>The Rates for Professional, Administrative Costs, and Support Costs were last updated in March 2008. These rates are utilized for charging staff time spent processing land development proposals and land use related items to the developers requesting the services. In order to ensure that the cost of providing these services to developers is being accurately portrayed and charged, these rates should be reviewed and updated as needed on an annual basis.</p> <p>The City has undergone several staffing reorganizations since 2008 which has necessitated updating several of the positions included in the current rate schedule. Additionally, City personnel costs and associated overhead costs have increased substantially since 2008 without those cost increases being recognized in the City’s rate schedule. Staff is now proposing revisions to the rates for professional, administrative and supports costs utilizing current personnel and overhead costs.</p> <p>Changes in these rates will be reflected in the Stand-Alone Taxes, Rates and Fees Schedule upon passage of the ordinance. The current Taxes Rates & Fees Schedule is available on the homepage of the City website at http://northbendwa.gov.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at their April 7, 2015 meeting and recommended adoption by consent of the new rates, as well as annual review of the rates.</p>			
<p>RECOMMENDED ACTION: MOTION to approve AB15-039, an ordinance increasing the Professional, Administrative and Support Cost Rates and amending the Taxes, Rates & Fees Schedule, as a first and final reading.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
April 21, 2015			

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, INCREASING THE RATES FOR PROFESSIONAL, ADMINISTRATIVE COSTS AND SUPPORT COSTS, AND AMENDING THE TAXES, RATES AND FEES SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted Ordinance 1084, effective November 2, 1999, which adopted a Taxes, Rates and Fees Schedule; and

WHEREAS, said Taxes, Rates and Fees Schedule was last amended by Ordinance 1543, effective January 1, 2015; and

WHEREAS, the City Council has not increased hourly rates for City staff time to process land development proposals since March 2008; and costs to provide these services have increased since 2008; and

WHEREAS, the City has undergone reorganizations in recent years which have resulted in position changes, and the costs to provide these services have increased since 2008; and

WHEREAS, the City Council has reviewed hourly rates for City staff time to process land development proposals, and wishes to update fees in NBMC 20.09.050 (A), rates for professional, administrative costs, and support cost, per hour, as referenced in the Taxes, Rates, and Fees Schedule; and

WHEREAS, the City now desires to amend the Taxes, Rates & Fees Schedule to reflect the changes accordingly;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Amendment of Fees Schedule. The Taxes, Rates and Fees Schedule as adopted by Ordinance 1084 and last amended by Ordinance 1543, is amended in part, by inserting the following provisions under section 20.09.050(A):

20.09.050 (A) Rates for Professional, Administrative Costs, and Support Costs (per hour)

Rates for Professional, Administrative Costs, and Support Costs		
(per hour)		
City Administrator	\$	167.00
Finance Director		153.00
City Clerk		129.00
Deputy Finance Director		129.00
Staff Accountant		103.00
Records Coordinator		98.00
Public Works Director		173.00
City Engineer		166.00
Assistant City Engineer		158.00
Public Works Project Manager		158.00
Public Works Supervisor		138.00
Public Works Office Coordinator		114.00
Community & Economic Development Director		157.00
Building Official		142.00
Senior Planner		125.00
Associate Planner		118.00
Building Inspector		115.00
Community & Economic Development Permit Tech		98.00
GIS Tech/CADD		114.00
City Attorney		per contract
Consultants		per contract
Mailing(s)		actual cost
Other		actual cost

Section 2. Update of Taxes, Rates & Fees Schedule. The Taxes, Rates and Fees Schedule, effective as of January 1, 2015, is amended to reflect the amendments set forth in this ordinance, and is incorporated herein as if set forth in full. Such amended Taxes, Rates and Fees Schedule is attached hereto as **Exhibit A** and supersedes and replaces all other prior versions.

Section 3. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF APRIL, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015		AB15-040	
Public Hearing and Ordinance Extending Interim Zoning Regulations Prohibiting Truck Travel Centers and Parking		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep		X	
		Finance – Dawn Masko			
		Public Works – Mark Rigos			
Cost Impact: N/A					
Fund Source: N/A					
Timeline: Immediate					
Attachments: Ordinance					
<p>SUMMARY STATEMENT:</p> <p>An existing commercial truck travel center, commonly known as Truck Town, is located on approximately 15.5 acres in the City's Interchange Commercial zone. Due to the potential adverse impacts to air quality, noise, traffic and city streets, and infrastructure, the City Council previously adopted a section of Chapter 18.10 of the North Bend Municipal Code (NBMC) providing that additional commercial truck travel centers, truck parking or expansion of the existing Truck Town is not in the best interest of North Bend without a regional freight mobility plan to mitigate such adverse impacts in North Bend.</p> <p>On August 29, 2013, the City Council considered the current regulations of the existing Truck Town and expansion of truck uses in the City. At this work study session, Council provided direction to staff to prepare additional amendments to the NBMC because truck stops provide little economic benefit to the City of North Bend and have such significant adverse impacts on infrastructure such as City streets and on traffic and air pollution. Shortly afterwards Public Works Director Page resigned and the vacancy was advertised. It was deemed imperative that the future Public Works Director participate in any analysis in order to adequately address traffic, circulation and infrastructure impacts. In order to allow for this vital input Council passed Ordinance 1523 on April 14, 2014 which established interim development regulations prohibiting commercial truck centers and parking within the City.</p> <p>Since the adoption of Ordinance 1523 the Public Works Director position has been filled and the Planning Commission has made substantial progress on the major update of the Comprehensive Plan, however additional time is necessary in order to research and analyze this issue.</p> <p>Therefore the City has determined extending the interim zoning regulation set forth in Ordinance 1523 and as adopted under the provisions of RCW 36.70A.390 is necessary in order to allow sufficient time for the City to adequately analyze this land use and its impacts, and for the Community and Economic Development Department to bring forth related regulations for Planning Commission and City Council consideration.</p>					
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their April 8, 2015 meeting and recommended approval.</p>					
<p>RECOMMENDED ACTION: MOTION to approve AB15-040, an ordinance extending interim zoning regulations prohibiting commercial truck travel centers and parking, as a first and final reading.</p>					
RECORD OF COUNCIL ACTION					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>			
April 21, 2015					

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, EXTENDING THE INTERIM ZONING REGULATIONS ADOPTED IN ORDINANCE 1523, AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT, PROHIBITING COMMERCIAL TRUCK CENTERS AND PARKING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, due to the potential adverse impacts to air quality, noise, traffic and city streets, economics and infrastructure, the City of North Bend has determined additional commercial truck travel centers, truck parking or expansion of the existing truck travel center, beyond the current site, is not in the best interest of North Bend without additional in-depth analysis; and

WHEREAS, the North Bend Planning Commission has been particularly busy for the past year working on the required update of the City's Comprehensive Plan; and

WHEREAS, due to the City's work on its Comprehensive Plan update, the Planning Commission has not had sufficient time to analyze the truck travel center land use and its impacts, and the Community and Economic Development Department has therefore not been able to bring forth proposed permanent regulations for Planning Commission and City Council consideration; and

WHEREAS, through the adoption of Ordinance 1523 on April 15, 2014, the City Council adopted interim development regulations prohibiting commercial truck centers and parking; and

WHEREAS, pursuant to State law, the City held a public hearing on April 15, 2014 and on April 21, 2015 to take public testimony and further consider said interim development regulations; and

WHEREAS, the City Council finds that it is necessary to extend the effective duration date of the interim zoning regulations adopted in Ordinance 1523 under the provisions of RCW 36.70A.390 for an additional six (6) months in order to allow adequate time for the City to research and analyze the truck travel center land use and its impacts, and for the

Community and Economic Development Department to bring forth related regulations for Planning Commission and City Council consideration;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings of Fact: The City Council hereby adopts the “Whereas” clauses set forth above as its findings of fact in support of extending the City’s interim zoning regulations adopted in Ordinance 1523.

Section 2. Extension of Adopted Interim Zoning Regulations: The City Council hereby extends for six months adoption, as interim zoning regulations, of the following definition of “commercial truck center/service area” set forth in North Bend Municipal Code (“NBMC”) Section 18.06.030, and the following Subsections of NBMC Section 18.10.025.C.d. (Special District, East North Bend Master Plan Overlay District (ENB-MPOD)):

18.06.030 Definitions

“Commercial truck center/service area” means a commercial facility which provides refueling, rest area, day or overnight truck parking, food, truck maintenance services and other services for the commercial freight and truck industry and associated drivers.

18.10.025.C.3.d.ii(F)

(F) Commercial truck center/service area is prohibited.

18.10.025.C.3.d.iv

iv. Commercial Truck Center/Service Areas. The ENB-MPOD includes an existing commercial truck travel center, commonly known as Truck Town, which is located on approximately 15.5 acres in the Interchange Commercial zone. Due to its location at the base of Snoqualmie Pass and at the gateway to the Puget Sound area, commercial truck traffic and overnight truck parking is often an issue, creating unmitigated adverse impacts to the city’s streets and air quality. This facility is currently the only commercial truck center in King County. The city has determined a new commercial truck center/service area or expansion of the existing use, beyond the current site, is not in the best interest of North Bend and therefore prohibited. The existing commercial truck center/service area may continue to operate and improve the facility, at its current site, subject to the provisions below. As used in this section, “substantial improvements” means improvements worth more than 50 percent of the assessed value of the original building(s).

(A) Substantial improvement to existing commercial truck travel center facilities shall make available truck stop electrification capabilities, or other means for each truck to utilize to eliminate idling.

(B) Substantial improvement to existing commercial truck travel center facilities shall require full compliance with the North Bend Municipal Code.

(C) Any redevelopment of the existing 15.5-acre commercial truck travel center located in the Interchange Commercial zone shall locate all retail, restaurants and commercial buildings along 468th Avenue SE and North Bend Way (see Figure 18.10.025-2, commercial building priority area). Truck and vehicular parking and truck service areas shall be placed to the rear and internal areas of the site. Truck parking is prohibited adjacent to North Bend Way or 468th Avenue SE.

(D) Commercial truck parking areas shall not be located adjacent to public streets, unless a 30-foot, Type 2 landscape buffer is provided.

(E) Performance Standards. Commercial truck travel centers and related uses shall comply with the performance standards as set forth in NBMC 18.10.050.

(F) Permitted Uses. For Interchange Commercial zoned property within the ENB-MPOD, all uses permitted in the IC zone as identified in NBMC Table 18.10.030, Permitted and Conditional Land Uses, are permitted including commercial truck travel center.

Section 3. Effective Duration of Interim Development Regulations: The interim zoning regulations set forth in Ordinance 1523 and extended in this Ordinance shall be in effect for a period of six (six) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six month period unless sooner repealed.

Section 4. Public Hearing and Work Plan: The City Council will hold a public hearing at the City Council's regular meeting beginning at 7:00 p.m. on April 21, 2015, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact. The Mayor is requested to implement a Work Plan in order to prepare and bring forward to the Planning Commission and City Council proposed permanent regulations for commercial truck center/service areas.

Section 5. Severability: Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date: This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace,

shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “WHEREAS” clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF APRIL, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-041
Public Hearing and Ordinance Adopting Amendments to the NBMC 18.10.030 and 18.10.050 Regarding Indoor Commercial Recreation Facilities and Indoor Shooting Ranges Cost Impact: N/A Fund Source: N/A Timeline: Immediate		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	
		CED Director – Gina Estep	X
Attachments: Ordinance and Exhibit A –Planning Commission Recommendation			
<p>SUMMARY STATEMENT:</p> <p>On October 14th, 2014 the City received a docket application to amend the NBMC 18.10.030 Table of Permitted and Conditional Uses to permit Indoor Commercial Recreation Facilities as an allowed use in the Urban Separator Overlay District. The applicant’s intent of the docket was to specifically address indoor shooting ranges. Upon evaluation of the docket request it was determined appropriate to create a subcategory to address Indoor Shooting Ranges, due to the fact the use may not be fitting in the same zoning districts where Indoor Commercial Recreation Facilities would be allowed.</p> <p>The Planning Commission reviewed the docket request and the staff recommendation and deliberated on the topic on February 26, March 12, and March 26, 2015. Public hearings were held on March 12 and 26, 2015. Comments received include input from the applicant and the Executive Director of Encompass. The Executive Director of Encompass expressed an interest to ensure that if the use was to be allowed in the USOD zoning district, and therefore in close proximity to Encompass or any school, that consideration of any impacts to the school from the use be considered. Ultimately the Planning Commission did not recommend the use to be allowed in the USOD district.</p> <p>The City issued and published a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) for the amendments on February 25, 2015 and received no comments on the SEPA DNS.</p> <p>The docket request resulted in the following three proposed amendments;</p> <ol style="list-style-type: none"> 1) The first amendment would expand the number of zoning districts where an Indoor Commercial Recreation Facility would be permitted. Currently, pursuant to NBMC 18.10.030 Table of Permitted and Conditional Uses, the use is allowed within the EP1 and EP2 zoning districts. The proposal would expand the allowance of this use to include the following additional commercial districts; NB, DC, IC, IMU, and USOD. 2) The second amendment would include a specific use subcategory for an “Indoor Shooting Range, (Gun & Archery)” to NBMC 18.10.030 Table of Permitted and Conditional Use and allow that use within the EP-1, EP-2, and IC zoning districts. 			

City Council Agenda Bill

- 3) The third amendment would include performance standards to be added to NBMC 18.10.050 Land Use Performance Standards (refer to Performance Standards Table on page two, amendment II).

COMMITTEE REVIEW AND RECOMMENDATION: CED Committee reviewed this agenda item during their April 8, 2015 meeting and recommended the public hearing proceed on April 21, 2015, and the full Council deliberation occur on May 5, 2015 when all Councilmembers were present.

RECOMMENDED ACTION: **MOTION to continue public hearing until May 5, 2015 for council deliberation and possible adoption of an ordinance adopting amendments to the NBMC 18.10.030 and 18.10.050 regarding Indoor Commercial Recreation Facilities and Indoor Shooting Ranges.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2015		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING AMENDMENTS TO NORTH BEND MUNICIPAL CODE 18.10.030 TABLE OF PERMITTED AND CONDITIONAL USES ASSOCIATED WITH INDOOR COMMERCIAL RECREATION FACILITIES AND INDOOR SHOOTING RANGES AND 18.10.050, PERFORMANCE STANDARDS ASSOCIATED WITH SHOOTING RANGES PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Chapter 18.10.030 Table of Permitted and Conditional Uses of the North Bend Municipal Code provides for a list of permitted and conditional uses allowed within the various zoning districts; and

WHEREAS, Chapter 18.10.030 Table of Permitted and Conditional Uses includes Indoor Commercial Recreation Facilities as a use category and this use is currently allowed in the EP-1 and EP-2 zoning districts, and the Municipal Code currently does not include a subcategory for Shooting Ranges; and

WHEREAS, on October 14, 2014 a docket was submitted by a citizen requesting to amend Chapter 18.10.030 Table of Permitted and Conditional Uses of the North Bend Municipal Code to allow Indoor Commercial Recreation Facilities, more specifically Shooting Ranges, as an allowed use within the Urban Separator Overlay District (USOD); and

WHEREAS, after thoroughly researching the docket request and proposed amendment, Staff provided the Planning Commission a staff report and recommendation for consideration; and

WHEREAS, the Planning Commission reviewed the docket request and the staff recommendation and deliberated on the topic on February 26, March 12, and March 26, 2015 and held public hearings on March 12 and 26, 2015; and

WHEREAS, during the Planning Commission deliberations, the applicant of the docket withdrew her request for the use to be considered in the USOD overlay district, but expressed a desire to continue the amendment process for consideration of the use; and

WHEREAS, the City issued and published a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) for the amendments to NBMC Chapter

18.10.030 and 18.10.050, Section 2.23, on February 25, 2015 and received no comments on the SEPA DNS; and

WHEREAS, the draft NBMC amendments were submitted to the Washington Department of Commerce for review on April 14, 2015; and

WHEREAS, on March 26, 2015, the Planning Commission, recommended approval of the amendments to NBMC 18.10.030 and 18.10.050, Section 2.23, as described in the Planning Commission Recommendations dated March 26, 2015 hereby attached as Exhibit A; and

WHEREAS, the Council finds that the proposed NBMC amendments address and are consistent with the requirements of the Growth Management Act; and

WHEREAS, the Council finds that the City followed procedural requirements of NBMC Chapter 20.08 to notify and advertise amendments of the Code to the public and interested agencies and pursuant to this process, the Planning Commission and subsequently the City Council considered all written and verbal comments received during their respective processes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. The North Bend Municipal Code is amended to read as follows:

NBMC 18.10.030 Table of Permitted and Conditional Uses													
LAND USES:	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF	ENB-MPOD and LCOD	TL-MPOD
2.23 Indoor Commercial Recreation Facilities				P	P	P	P	P	P	P			
2.23a Indoor Shooting Range* (Gun & Archery)						P			P	P			

NBMC 18.10.050 Performance Standards	
Type of Land Use:	Performance Standards
2.22 Recreational Vehicle Park	<i>Language does not change, just updating associated numbering.</i>
2.23a Indoor Shooting Range (Guns and/or Archery)	<p>A. All indoor shooting ranges shall comply with applicable local, state and federal laws, standards and regulations.</p> <p>B. All indoor shooting ranges shall implement industry best management practices.</p> <p>D. Noise Abatement: The building design or use must incorporate sound reduction techniques so that noise levels from the discharge of firearms do not exceed 50 dB as measured at the property line to residential zoned properties. Refer to NBMC 8.26, Noise Abatement and Control for all other zones.</p> <p>E. Ventilation: HEPA filters are required for exhaust fans.</p> <p>F. Solid Lead: The application must provide a plan for the safe removal and disposal of lead and lead dust. Lead and lead dust may not be disposed of in either the storm or sanitary sewer system.</p> <p>G. Containment: Bullet traps, range walls, floors and ceilings must capture all bullets and arrows. Bullet traps, floors, walls and ceilings must all be sufficiently strong to prevent bullets and/or arrows from leaving the range room.</p> <p>H. Security: The application must include a security plan which at a minimum contains a continuously operating video surveillance system located on all exterior entrances.</p>

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date: This ordinance shall be published in the official newspaper

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of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, 5TH DAY OF MAY, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk

Exhibit A



Community and Economic Development Department Planning Commission Findings, Facts and Recommendation

Application: A North Bend Municipal Code Docket proposing to include Indoor Commercial Recreation as a permitted use in the Urban Separator Overlay District.

Applicant: Beth Burrows
7829 Center Blvd. SE, #204
Snoqualmie, WA 98065

Date: Planning Commission reviewed this document on February 26th, March 12th and March 26th 2015

Permitted and Conditional Land Uses Regulation (Section 2.23) Docket Amendment

Description of Proposal:

The applicant submitted a docket request on October 14th, 2014 to amend the NBMC 18.10.030 Table of Permitted and Conditional Uses to permit Indoor Commercial Recreation as an allowed use in the Urban Separator Overlay District. The applicant's intent of the docket was specifically related to indoor shooting ranges. This brought up the question of whether Indoor Shooting Ranges should fall under Indoor Commercial Recreation, due to the fact the use may not be appropriate in all the zones that Indoor Commercial Recreation would be allowed.

The docket request resulted in the following three proposed amendments;

- 1) The first amendment would expand the number of zoning districts where an Indoor Commercial Recreation Facility would be permitted. Currently, pursuant to NBMC 18.10.030 Table of Permitted and Conditional Uses, the use is currently allowed within the EP1 and EP2 zoning districts. The proposal would expand the allowance of this use to include the following additional commercial districts; NB, DC, IC, IMU, and USOD.
- 2) The second amendment would include a specific use subcategory for an "Indoor Shooting Range, (Gun & Archery)" to NBMC 18.10.030 Table of Permitted and Conditional Use and allow that use within the EP-1, EP-2, and IC zoning districts.
- 3) The third amendment would include performance standards to be added to NBMC 18.10.050 Land Use Performance Standards (refer to Performance Standards Table on page two, amendment II).

SEPA: The proposed NBMC amendment is subject to the State Environmental Policy Act (SEPA). A SEPA Determination of Non-Significance was issued on February 25, 2015. No public comment on the SEPA Determination was received.

Public Hearing: A public hearing was held on March 12 and March 26, 2015 to hear public testimony regarding these Code Amendments. The comments received came from the applicant and the Executive Director of

Encompass. The Executive Director of Encompass expressed an interest to ensure that if the use was to be allowed in the USOD zoning district, and therefore in close proximity to Encompass or any school, that consideration of any impacts to the school from the use be considered. Ultimately the Planning Commission did not recommend the use to be allowed in the USOD district.

Municipal Code Amendment Process: Municipal Code Amendments are governed by NBMC 20.08.070 through 20.08.110, which is evaluated in the staff report below.

PLANNING COMMISSION RECOMMENDATION

Based on the findings and facts stated herein, the North Bend Planning Commission recommends that the North Bend Municipal Code should read as follows:

NBMC 18.10.030 Table of Permitted and Conditional Uses													
LAND USES:	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF	ENB-MPOD and LCOD	TL-MPOD
2.23 Indoor Commercial Recreation Facilities				P	P	P	P	P	P	P			
2.23a Indoor Shooting Range* (Gun & Archery)						P			P	P			

NBMC 18.10.050 Performance Standards	
Type of Land Use:	Performance Standards
2.22 Recreational Vehicle Park	<i>Language does not change, just updating associated numbering.</i>

<p>2.23a Indoor Shooting Range (Guns and/or Archery)</p>	<p>A. All indoor shooting ranges shall comply with applicable local, state and federal laws, standards and regulations.</p> <p>B. All indoor shooting ranges shall implement industry best management practices.</p> <p>D. Noise Abatement: The building design or use must incorporate sound reduction techniques so that noise levels from the discharge of firearms do not exceed 50 dB as measured at the property line to residential zoned properties. Refer to NBMC 8.26, Noise Abatement and Control for all other zones.</p> <p>E. Ventilation: HEPA filters are required for exhaust fans.</p> <p>F. Solid Lead: The application must provide a plan for the safe removal and disposal of lead and lead dust. Lead and lead dust may not be disposed of in either the storm or sanitary sewer system.</p> <p>G. Containment: Bullet traps, range walls, floors and ceilings must capture all bullets and arrows. Bullet traps, floors, walls and ceilings must all be sufficiently strong to prevent bullets and/or arrows from leaving the range room.</p> <p>H. Security: The application must include a security plan which at a minimum contains a continuously operating video surveillance system located on all exterior entrances.</p>
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City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015	AB15-042
A Motion Authorizing a Design Contract with Gray & Osborne for the Cedar Falls Way Paved Walkway Project		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos, P.E.	X
Cost Impact: \$17,200			
Fund Source: Capital Projects (Streets)			
Timeline: Immediate			
Attachments: Exhibit A (G&O Work Scope and Fee Estimate), Exhibit B (Vicinity Map), Exhibit C (NB 6-Year TIP 2015-2020), Exhibit D (Survey Map 2- pages on 8.5” x 11”)			
SUMMARY STATEMENT:			
<p>Background:</p> <p>This transportation capital project will result in a new paved walkway on the south side of SE Cedar Falls Way. The walkway will likely be separate from the existing paved shoulder. Specifically, the site is located between the Cedar Falls Roundabout and Mountain View Boulevard SE (see Exhibit B - Vicinity Map). This project is listed as the #7 priority project in the City of North Bend’s 2015-2020 Transportation Improvement Program (6-year TIP) (see Exhibit C), which was approved by North Bend City Council in June 2014. Additionally, this project is listed in the City of North Bend’s 2012 Transportation Element update. The project goal is to begin the extension of sidewalk on the south side of Cedar Falls Way from the roundabout to 436th Avenue SE.</p>			
<p>Project Recently Began:</p> <p>City staff began working on this transportation capital project in late 2014 and contracted with Axis Site Survey and Mapping to conduct a strip topographical survey and mapping of this corridor. Axis’s survey cost was \$6,070. Attached is the completed survey map (Exhibit D). The next step on this project is to begin the civil engineering design.</p>			
<p>Consultant Selection:</p> <p>City staff selected Gray & Osborne, Inc. (G&O) as the engineering consultant to prepare plans, specifications, and engineering cost estimates (PS&E) for several reasons:</p> <ul style="list-style-type: none"> A. G&O’s project manager, Roger Kuykendall, is a licensed Professional Engineer and has worked on approximately 10 sidewalk and storm drainage related capital projects with Public Works Director Mark Rigos. G&O has performed admirably on these past projects. B. One of Mr. Kuykendall’s areas of expertise is storm drainage. There will need to be a culvert extension and/or possible modification of the roadside drainage ditch as part of the design. C. G&O prepared the City’s 2013 Storm Drainage Comprehensive Plan, so they are familiar with the City’s infrastructure in the area. D. G&O can provide inspection and construction management support, if necessary. E. G&O’s rates are competitive with Seattle/Eastside consulting companies providing similar work. F. G&O is on the MRSC roster. 			
<p>Total Cost of Project:</p> <p>Per the 2015-2020 TIP, the project’s design cost estimate was \$17,897 and the construction cost estimate was \$101,416, which equals a total project cost of \$119,313. Those are preliminary estimated costs without the use of a survey or engineering plans. These costs were estimated several years ago. Public Works Director Mark Rigos believes that estimate is reasonable. However, please be advised that</p>			

City Council Agenda Bill

because civil engineering plans have not been designed yet, a final cost estimate cannot be prepared.

Budget / Timing:

The City's 2015 budget has dedicated funding for this project in 2015 for \$120,000, and would like to have this project "shovel ready" by summer 2015, so that construction is possible to occur in fall 2015. The project would be advertised in summer, bid in late summer, and a construction contract would need to be approved by City Council prior to construction commencing. This type of project should take 4-5 weeks to construct, weather permitting.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their April 8, 2015 meeting and was recommended for approval.

RECOMMENDED ACTION: MOTION to approve AB15-042, authorizing a design contract with Gray & Osborne for the Cedar Falls Way Paved Walkway project, in a form acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2015		

EXHIBIT A

SCOPE OF WORK

CITY OF NORTH BEND CEDAR FALLS WAY WALKWAY DESIGN CAPITAL PROJECT T-011

PROJECT UNDERSTANDING

The City of North Bend has requested this scope of work and fee proposal to provide engineering design services for the Cedar Falls Way Walkway project. The City desires to design and construct an ADA-compliant, asphalt paved pedestrian walkway, with a width of 8 feet, separate and adjacent to Cedar Falls Way, from Mountain View Boulevard to the roundabout at Cedar Falls Way and East North Bend Way, a distance of about 700 feet. The existing roadway is a two-lane paved road, with paved shoulders, approximately 34 feet in width. Beyond the west shoulder, the ground slopes down from the road at slopes ranging from 3:1 to 8:1, horizontal-to-vertical. An 18-inch diameter concrete culvert lies beneath the roadway, approximately halfway, which conveys runoff from the west side to the east side of the road. The only known utilities in the project corridor, as shown by the topographic survey (Axis Surveying & Mapping dated March 13, 2015) is a 4-inch diameter sanitary sewer force main lying beneath the west shoulder. It is not anticipated that the project will impact this force main.

It is our understanding that the right-of-way for Cedar Falls Way extends several feet beyond the roadway edge so no additional right-of-way or easements will be required to construct the project. It is not anticipated that geotechnical exploration or other soils investigation or cultural resources research or study is necessary. It is our understanding that the City will perform all work associated with identifying and/or investigating critical areas (wetlands, etc.) on or near the site and also complete the necessary permits and mitigation plans for same. A Level 1 Drainage Analysis is required and will be completed within this scope of work.

SCOPE OF WORK

Gray & Osborne, Inc. (Engineer) will prepare plans, specifications, and engineering cost estimates (PS&E) for the City to advertise, award, and construct the project.

Construction is planned for 2015, contingent upon local funding. It is assumed that the City will acquire all necessary local permits for the project.

Based on our understanding of the project, we propose to provide engineering design services as described in this scope of work and attached fee estimate. Specific tasks in this scope of work include:

1. Project Management, Oversight, and Quality Assurance/Quality Control

- A. Provide overall project management and oversight services including:
- Dedicate sufficient staff resources to the project.
 - Oversee project budget and schedule.
 - Oversee monthly progress reports and invoices.
- B. Oversee two in-house quality assurance/quality control (QA/QC) meetings during the course of the design project. The meetings will include senior project staff and selected design team members. The meetings serve to discuss design criteria and project constructability as well as schedule, budget, and deliverables. Meetings are to take place at the following levels:
- Preliminary Design (± 50 percent)
 - Final Design (± 90 percent)
- C. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

2. Topographic Survey

- A. Topographic survey will be provided to the Engineer by the City in a format (AutoCAD) and of sufficient detail for design purposes. Engineer should be entitled to rely on the accuracy of this information, including existing right-of-way, for the purpose of performing the services as detailed herein.
- B. The Engineer will request utility maps and as-built information from utilities providing service in the project area.

3. Project Meetings

- A. Prepare for and attend up to two regularly scheduled project meetings with Public Works staff to discuss project progress, schedule, and proposed design.
- B. Attend required pre-application meeting with the Community and Economic Development Department. Materials to be submitted at the meeting include mapping and a proposed design concept.

4. Downstream Drainage Analysis

- A. Perform the necessary field and investigative work to complete a Level 1 Downstream Analysis as described in the King County Surface Water Design Manual (KCSWDM) for those areas located downstream of the project site. The task will culminate in the preparation of a Level 1 Downstream Analysis Report and include maps, resource review, field inspection, system description, and a discussion of potential impacts and/or mitigation. It is assumed that access to all properties will be made available and that the work can proceed in a uniform and continuous manner.
 - B. It is assumed that the City will provide all available information regarding the downstream drainage areas including as-built or record drawings, past drainage complaints and/or issues, and other pertinent information.
 - C. It appears that this project will exceed 5,000 square feet of new impervious surface and therefore, will require the preparation of a Technical Information Report (TIR) in accordance with the 2009 KCSWDM. Flow control best management practices (BMPs) only will be used to mitigate for the new impervious areas under the assumption that the project will qualify for a Flow Control Facility Exemption per Core Requirement No. 3 (Flow Control) and will be exempt from the requirements of Core Requirement No. 8 (Water Quality).
- 5. Preliminary PS&E – Prepare preliminary plans, specifications, and engineering cost estimates for use in reviews by the City for development of the project. Preliminary design is assumed to be a 50 percent level of effort.**
- A. Using the topographic survey and right-of-way information provided by the City, develop a base map. Incorporate available utility and storm drainage information.
 - B. Superimpose the proposed horizontal alignment and vertical profile, including proposed spot elevations and/or proposed contours, onto the base map.
 - C. Prepare preliminary construction plans including flow control BMPs in a City-approved format including title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
 - D. Prepare draft project specifications in WSDOT format referencing the 2014 Standard Specifications. Specifications are to include the City-approved proposal, contract, and bonding documents.

- E. Calculate preliminary bid quantities and prepare preliminary-level construction cost estimates.
 - F. Conduct a QA/QC meeting at the preliminary phase of the project concentrating on major items to include project schedule, budget, and constructability. Incorporate all relevant review comments. Revise layouts and drawings to reflect relevant review comments.
6. **Final PS&E** – Prepare final plans, specifications, and engineering cost estimates for use as bid documents suitable for bidding, award, and construction of the project.
- A. Prepare plans in the City-approved format including plan and profile sheets and special details. The final design will be the result of City and permitting agency review and direction.
 - B. Prepare final specifications in WSDOT format including proposal, contract, and bonding documents.
 - C. Prepare final quantity takeoff and construction-level construction cost estimate.
 - D. Conduct a final QA/QC meeting at the “near-bid-ready” design phase (90 percent) of the project, concentrating on items such as construction schedule, construction budget, and project constructability. Revise plans and specifications to reflect relevant review comments.
 - E. Prepare final bid/construction plans and specifications in the City-approved format including title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.
7. **Bid Assistance** – Assist the City during the bid phase. Answer bid inquiries during bid phase. Prepare and distribute any bid addenda as may be required. This task assumes the work will be bid and constructed under one schedule of work based on available funds. This work assumes the City will perform the required duties necessary to advertise and solicit bids for the project.

DELIVERABLES

At the conclusion of the design effort and during the course of the project as applicable, the Engineer will deliver to the City the following documents:

- One electronic set of preliminary plans, specifications, and cost estimate (PDF)

- One electronic set of bid-ready construction drawings and project specifications (AutoCAD and MS Word)
- One electronic set of final engineer's cost estimate (MS Excel)
- Four paper copy sets of project half-size construction drawings, specifications, and cost estimate

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the City. The budget amount assumes that the project will be complete by December 2015.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions and those stated City responsibilities as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in the scope of services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the product (standards) deliverables, including timely review of all submittals.
2. This scope of work assumes that geotechnical exploration/investigation is not necessary and that the underlying soils are competent to support the walkway. The walkway pavement section will be a typical section as required by City standards or as directed by City staff.
3. This scope of work assumes that the City will perform all the necessary work to identify and investigate critical areas including wetlands and that the City will prepare any required permit applications and/or mitigation plans for same.
4. This scope of work assumes that cultural research and investigation (i.e., a cultural resources study) will not be required for the project.
5. This scope of work assumes the project, due to its limited amount of new impervious surface, will not require any additional drainage analysis or mitigation beyond that mentioned in the above tasks.

6. This scope of work assumes the City will provide an electronic copy of the topographic survey (AutoCAD) of the site and right-of-way information and that no additional survey is required. The City will also provide available information regarding the downstream drainage system.
7. This scope of work assumes that the City will prepare, advertise, and circulate any environmental documentation (SEPA, etc.) and pay any costs of publication as well as make timely threshold determinations.
8. This scope of work assumes that the City will facilitate any public meetings and arrange for location(s) to convene such workshops and meetings, and pay any costs, if any, for the rental of such location(s).
9. This scope of work assumes that all local permits will be acquired by the City.

EXHIBIT B

FEE ESTIMATE

City of North Bend – Cedar Falls Way Walkway Design

Discipline Required	Estimated		
	Hours	Fully Burdened Rate	Amount
Principal/Project Manager	16	\$133	\$ 2,128
Project Engineer	92	\$124	\$11,408
CADD Technician	36	\$92	\$ 3,312

Subtotal, Labor Cost: \$16,848

Expenses (mileage, printing, miscellaneous): \$ 352

TOTAL ESTIMATED COST \$17,200

Exhibit B



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/3/2015

King County

1 in : 376 feet

0 0.04 0.08 Miles



 **King County**
GIS CENTER

Project Name		Cost		Funding Sources							Local Funds Breakdown								
Year	Project Number 2016 - 2020	Design	Construction	Total	Federal (FARS/21%)	State (18%)	County (6%)	Local	Street Capital	Storm	General	182D	Local Total	Funds Received	Funds Budgeted	Deficit			
BYP Challenged																			
1	15	Design Plans	437,711.00	865,425.00	350,000.00	350,000.00		165,421.00			70,525.00	245,000.00	245,421.00						
2	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
3	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
4	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
5	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
6	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
Completed																			
7	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
8	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
9	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
10	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
CHSD																			
11	15	Design Plans	437,711.00	865,425.00	350,000.00	350,000.00	2,075,000.00	547,540.00			347,500.00	347,500.00	347,500.00	1,457,540.00	315,000.00	11,125,440.00			
12	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
13	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
14	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
15	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
16	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
17	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
18	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
19	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
20	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
21	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
22	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
23	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
24	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
25	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
26	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
27	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
28	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
29	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
30	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
31	15	Design Plans	130,000.00	130,000.00				130,000.00					130,000.00						
Total																			
				5,910,000.00	4,000,000.00	2,075,000.00	38,564,841.00	1,000,000.00	75,000.00	25,000,000.00	1,000,000.00	38,564,841.00	38,564,841.00	1,457,540.00	13,435,159.00				

Project Number 2015 - 2020	Project Name	2015	2016	2017	2018	2019	2020
1	Downtown Plaza	945,625.00					
2	Right Turn Lane, North Bound Bendigo at Park Street	160,643.00					
3	2nd Street Sidewalk Reconstruction & Storm Access	116,356.00					
4	North Bend Way/Park Roundabout	247,455.00					
5	North Bend Way/Park Roundabout	1,994,114.00					
6	Turner Trail, Phase 2 and 3 ROW Acquisition	4,150,000.00					
7	North Bend Way C&G Landscapes (Ballast to Downing) North Side	562,090.00					
8	Golden Gate Way Sidewalk (Roundabout to Mt View Blvd)	119,313.00					
9	SE 17th Street - Ballast to Pickett	235,350.00					
10	Ballast to 12th	240,000.00					
11	Mount St Blvd Reconstruction	500,000.00					
12	South Fork Avenue Extension - Bendigo to NW 4th Street - Nilesco Bi-Pass	681,000.00	3,859,000.00				
13	North Bend Way at SE Mount St Road				2,241,569.00		
14	North Bend Way at 436th Avenue SE Roundabout				2,241,569.00		
15	Bendigo NW 4th St Intersection Improvements - 3 Way Stop					484,149.00	
16	South Fork Avenue Extension, Mt. St Blvd to Maloney Grove				1,194,235.00	6,767,332.00	
17	468th Avenue SE at Middle Fork Road Roundabout						5,000,000.00
18	SE 145th Street at 468th Avenue SE Intersection Traffic Signal						5,000,000.00
19	SE 145th Street Reconstruction, 468th Ave SE to east city limit						650,000.00
20	North Bend Way/Balmain Signal						468,075.00
21	Bendigo Boulevard/4th Street Intersection Reconfiguration - ROUNDABOUT						2,241,569.00
22	SE 20th Street Extension, Maloney Grove to 436th Ave SE						3,012,485.00
23	NW 14th Street						840,000.00
24	Alm Way Bridge - Bridge #135-6						500,000.00
25	Bendigo Traffic Reconfiguration (3rd to NW)						97,074.00
26	North Bend Way C&G Landscapes (Ballast to Downing) South Side						570,025.00
27	East North Bend Way/SE Turner Road/SE 14th St Intersection Reconfiguration						3,600,000.00
28	Sidewalk Trip Hazard Elimination	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
29	Pavement Overlay Program	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
30	Chip Seal	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
31	Crack Seal	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
32	Alley Reconstruction and Paving - Annual cost	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
TOTAL BY YEAR		\$ 8,561,323.00	\$ 3,200,863.00	\$ 4,284,000.00	\$ 6,042,371.00	\$ 7,656,481.00	\$ 22,383,128.00
							\$ 52,148,643.00

1. **Identify the main purpose of the text.**

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Investment Policy
 The Fund's Investment Policy is to invest in the securities of companies that are leaders in their respective industries and that have strong financial performance and growth potential.

Project Number 2015-2020	Project Name	Start	End	Phase	2015	2016	2017	2018	2019	2020	Design	Construction	Notes
25	North Bend Way Cul-de-sac (Bulb) to (Downtown) 300' WIDE	North Bend Way	300' WIDE	Design									North Bend Way Cul-de-sac (Bulb) to (Downtown) 300' WIDE. This project is a new cul-de-sac located at the intersection of North Bend Way and 300' WIDE. The project will include the design and construction of the cul-de-sac, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
26	East North Bend Way 45' Turnaround 1400' S1 Intersection Roundabout	East North Bend Way	1400' S1 Intersection	Design									East North Bend Way 45' Turnaround 1400' S1 Intersection Roundabout. This project is a new roundabout located at the intersection of East North Bend Way and 1400' S1. The project will include the design and construction of the roundabout, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
27	Sidewalk Trip Hazard Elimination			Design									Sidewalk Trip Hazard Elimination. This project is a new sidewalk located at the intersection of East North Bend Way and 1400' S1. The project will include the design and construction of the sidewalk, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
28	Pavement Overlay Program			Design									Pavement Overlay Program. This project is a new pavement overlay located at the intersection of East North Bend Way and 1400' S1. The project will include the design and construction of the pavement overlay, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
29	Crack Seal			Design									Crack Seal. This project is a new crack seal located at the intersection of East North Bend Way and 1400' S1. The project will include the design and construction of the crack seal, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
30	Crack Seal			Design									Crack Seal. This project is a new crack seal located at the intersection of East North Bend Way and 1400' S1. The project will include the design and construction of the crack seal, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
31	Alley Recirculation and Paving - Annual cost			Design									Alley Recirculation and Paving - Annual cost. This project is a new alley recirculation and paving located at the intersection of East North Bend Way and 1400' S1. The project will include the design and construction of the alley recirculation and paving, including the installation of curbs, sidewalks, and landscaping. The project is estimated to cost \$100,000 and is scheduled to start in 2015 and complete in 2016.
Total													

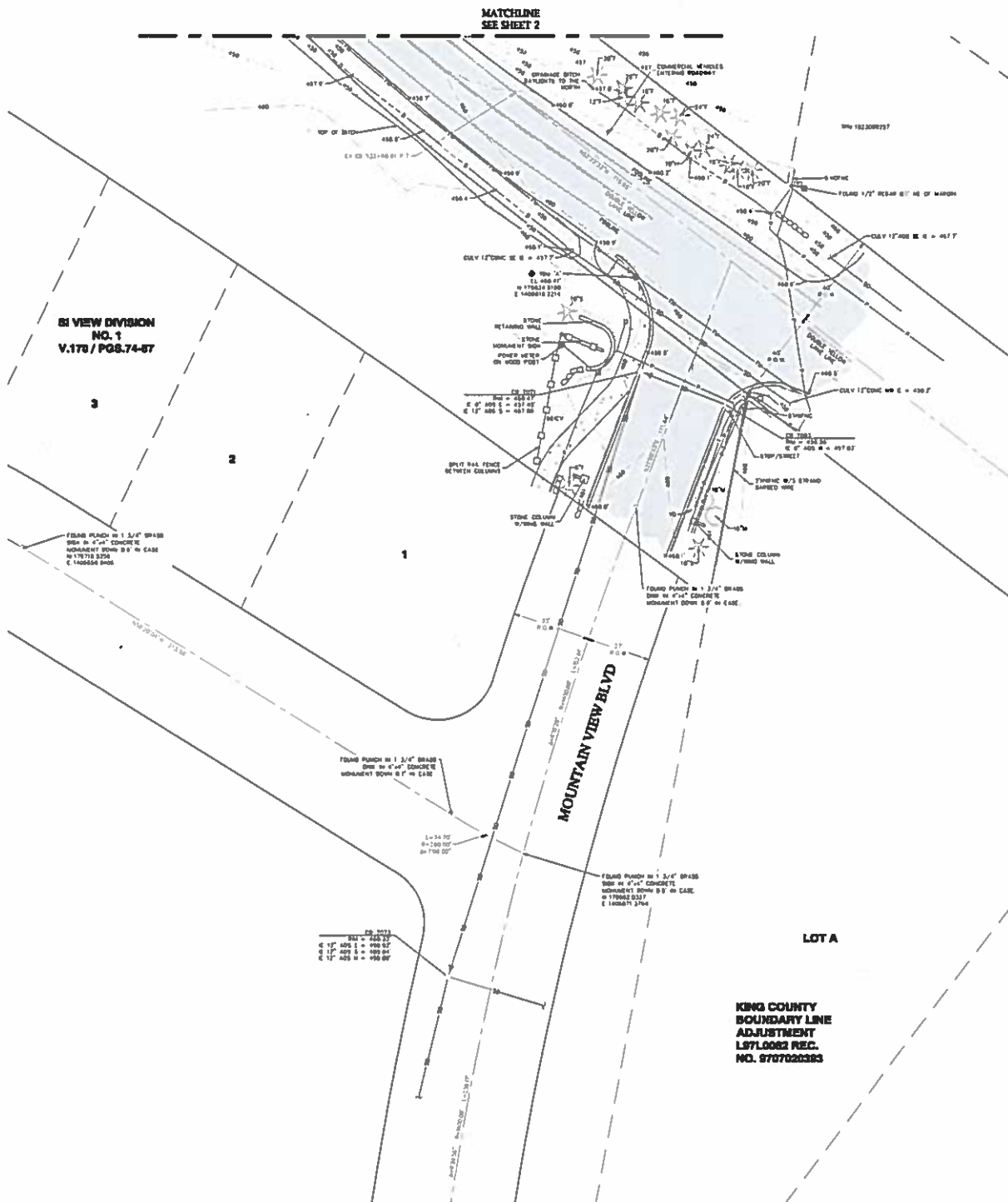
REV#	DESCRIPTION OF RECEIPT	DATE	BY
01			
02			
03			
04			
05			
06			
07			

Exhibit D

TOPOGRAPHIC SURVEY



CONTOUR INTERVAL = 1 FOOT



NW 1/4, SW 1/4, SEC. 10, TWP. 23N., RGE. 8E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

DATE	14-129-8
DATE	2/12/13
DRAWN BY	SPR
CHECKED BY	SPR
SCALE	1"=40'
SHEET	2 OF 2



SURVEY
FOR
CITY OF NORTH BEND

NO.	DESCRIPTION OF REVISION	DATE	BY
1			
2			
3			
4			
5			
6			
7			



City Council Agenda Bill

SUBJECT:		Agenda Date: April 21, 2015		AB15-043
A Motion Authorizing Payment for the North Bend Visitor Information Center and Mt View Gallery Sign Package.		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		X
		Finance – Dawn Masko		
		Public Works – Mark Rigos, P.E.		
Cost Impact: Not To Exceed \$9,540 plus tax 108-000-000-594-58-63-00				
Fund Source: Economic Development 2014 Budget item, payment in 2015				
Timeline: Immediate				
Attachments: Exhibit A, which includes the proposal from Tube Art, a depiction of the Projecting Building Mounted Sign, Two Building Mounted Signs, and Desk Mounted City Logo.				
SUMMARY STATEMENT: <p>The North Bend Visitor Information Center and Mountain View Art Gallery opened on September 21, 2014. Work began shortly thereafter to design a top notch sign package for the venue. After interviewing a few sign manufactures, it was determined Tube Art provided the best design options at the most affordable rates. On February 3, 2015 the City Council considered a sign package that was ultimately not approved. The concerns expressed generally centered on cost and a design that did not hit the mark for the Visitor Center use. The Council provided input requesting that the proposed sign package be simplified and reduced in cost. This new sign package is clear, concise and is approximately \$4,250 less expensive.</p> <p>The sign package proposed with this agenda bill for the Visitor Information Center and Mountain View Art Gallery includes:</p> <ol style="list-style-type: none"> 1) Double-sided illuminated projecting sign displaying an “i” for “information” – This sign will project from the building to be visible on Bendigo Blvd. The sign is brushed aluminum for durability, with subtle white LED halo style illumination. 2) Two Building Mounted Signs of 9” flat cut ½ inch thick brushed aluminum letters. “Mountain View Gallery” and “Visitor Center”. Not illuminated. 3) Desk Mounted Logo Sign – The North Bend Logo will be installed on the front of the desk. 				
COMMITTEE REVIEW AND RECOMMENDATION: The CED Council Committee reviewed this agenda item on April 8, 2015 and recommended approval.				
RECOMMENDED ACTION: MOTION to approve AB15-043, authorizing payment to Tube Art for the Visitor Information Center Sign Package in an amount not to exceed \$9,540 plus tax.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
February 3, 2015	AB15-011 - Remanded to Workstudy			
April 21, 2015				



TUBE ART GROUP

11715 SE 5th Street Bellevue, WA 98005 | 206.223.1122 | 800.562.2854

Proposal

To: Gina Estep
The City of North Bend

Date: April 8, 2015

By: Wade Brown

RE: The VIC Sign Package

Dear Gina:

On behalf of TubeArt Displays, we are pleased to present to you our proposal to manufacture and install the following:

One double sided illuminated projecting sign illuminated background and pin mounted "I" with blue halo illumination. \$3,500

Two sets of 9" flat cut 1/2" thick brushed aluminum copy reading "Mountain View Gallery" & "Visitor Center". To be pin mounted on façade. \$2,250

One pin mounted glass plaque with vinyl graphics to be installed onto desk. \$795

Installation for all of the above. \$2,195 - *NOT to exceed*
Design - \$800

Total - \$9,540 + tx.

Quoted prices are valid for 30 days and are subject to the following terms:

Prices quoted do not include state and local sales taxes and/or taxes/fees for necessary permits, acquisition fee and engineering drawings.

Unless otherwise agreed, terms are 50% at the time of the order and balance due at the time of installation.

Initial _____

Purchase price include installation and delivery. Prices quoted do not include the costs of running electrical circuit wiring to the display (s). The PURCHASER shall be responsible for the costs of, and the installation of, electrical circuit wiring to the displays and the power costs necessary to operate the proposed displays or lighting. SELLER will only make electrical connections to circuits that meet National Electrical Code specifications. The electrical circuit must be in place within 5' 0" of the sign placement and must have unobstructed accessibility at the time the sign is installed. The electrical circuit for the sign display must not supply any other load and must have a solid ground path. Electrical circuits not meeting the above criteria will require connection by others. All signs are manufactured to operate on 110-voltage power, unless otherwise specified. Price for concrete bases are calculated on 3000 P.S.I. and normal soil conditions.

Any alteration from specifications must be in writing, and prices will be adjusted accordingly. Prices are based on the costs and conditions existing as of this date and are subject to change prior to final acceptance by an officer of Seller. The display specified above shall remain the property of Seller until Seller receives final payment of purchase price.

Seller shall not be responsible for delays in completion of order caused by strikes, accidents, or unforeseen commercial delays, or damages, losses, claims, costs or liabilities, whether direct or indirect, arising from the inability of computer hardware or software systems to recognize a year that begins with "20" rather than "19" (the Year 2000 problem), or other causes beyond its control.

All sales are subject to the Sellers' Sale Agreement Terms and Conditions, as provided on the reverse of this Proposal.

Please do not compromise our proprietary interest in the designs and concepts in our proposals by showing these to anyone outside of your office. This Agreement may be signed in counterparts and/or by facsimile.

Purchaser's Acceptance

Date

Accepted by Tube Art

Date



TUBE ART GROUP

Seattle Office
13115 S.E. 1st Street
Burien, WA 98148
206.223.1121
info@tagart.com
Fax 206.223.1123

This proposal artwork is protected
under Federal Copyright Laws.
Make no reproduction of this
design concept without permission
from Tube Art Group.

2276
Customer Number
324893
Order Number
TAG-01-0118 Brand, WA 324893
File Name
Wade Brown
Scripture
Mark Mahan
Drawn By
**
Created By
March 28, 2015
Date

Revisions

AT 11.5
I Approved
I Disapproved With Changes Made

Customer Signature
Date
Landscape Signature
Date

North Bend, WA

Colors on print may not accurately
depict specific colors.



Proposed New Conditions



High View Simulation



TUBE ART GROUP

Seattle Office
11215 S.E. 1st Street
Burien, WA 98148
206.823.1123
800.662.2654
Fax 206.823.1123

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design except with the permission
from Tube Art Group.

3276
Customer Number
324693
Scott Gentry
300 Vici Village Road, WA 98148
Flir House
Wade Brown
Sculpture
Mark Mahon
Drawn By
**
Checked By
March 16, 2015
Date

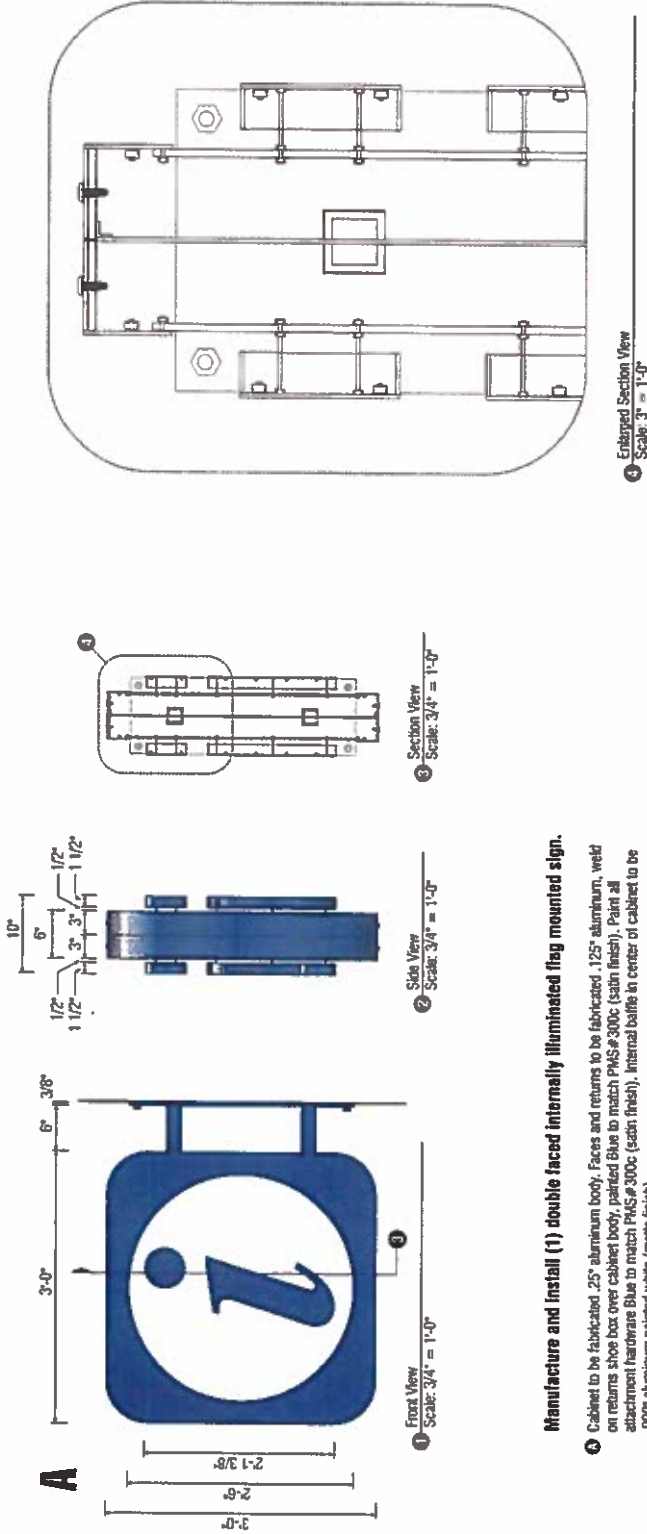
Bill Hays

1 Approved
1 Approved Bill Hays

Customer Signature
Date
Leadwork Signature
Date

North Bend, WA

Colors are given only as a general
guideline. Colors are subject to
actual specific colors.



Manufacture and Install (1) double faced internally illuminated flag mounted sign.

- Cabinet to be fabricated .25" aluminum body. Faces and returns to be fabricated .125" aluminum, weld on returns shoe box over cabinet body, painted blue to match PMS #300c (satin finish). Paint all attachment hardware blue to match PMS #300c (satin finish). Internal baffles in center of cabinet to be .090" aluminum painted white (matte finish).
- Circle to be rounded out of face and backed with translucent acrylic- Milk White #2447
- "i" to be fabricated reverse pan channel aluminum letter construction, painted blue to match PMS #300c (satin finish). Letter elements attach to acrylic face with studs painted white (satin finish). "i" letter to have halo illumination wrapping face to be GE LED's- Blue.
- Illumination to be GE LED's- White 7100k positioned around disk edge tabs onto baffle in middle of cabinet, painted white (matte finish). Power supply to be internally mounted within cabinet. 120volt to sign by others.
- Supports to be 2" x 2" x 1/4" aluminum square tube aluminum welded to 3/8" flat plate aluminum. Anchor bolts to be painted blue to match PMS #300c (satin finish).

Sign must be approved by the National Electrical Code, Underwriters Laboratory, UL, and all applicable local codes. Document which is primary to be on file with the sign shop (sign shop must provide) includes: NEC 110-100 100-2, 100-4, 100-5, 100-6, 100-7, 100-8, 100-9, 100-10, 100-11, 100-12, 100-13, 100-14, 100-15, 100-16, 100-17, 100-18, 100-19, 100-20, 100-21, 100-22, 100-23, 100-24, 100-25, 100-26, 100-27, 100-28, 100-29, 100-30, 100-31, 100-32, 100-33, 100-34, 100-35, 100-36, 100-37, 100-38, 100-39, 100-40, 100-41, 100-42, 100-43, 100-44, 100-45, 100-46, 100-47, 100-48, 100-49, 100-50, 100-51, 100-52, 100-53, 100-54, 100-55, 100-56, 100-57, 100-58, 100-59, 100-60, 100-61, 100-62, 100-63, 100-64, 100-65, 100-66, 100-67, 100-68, 100-69, 100-70, 100-71, 100-72, 100-73, 100-74, 100-75, 100-76, 100-77, 100-78, 100-79, 100-80, 100-81, 100-82, 100-83, 100-84, 100-85, 100-86, 100-87, 100-88, 100-89, 100-90, 100-91, 100-92, 100-93, 100-94, 100-95, 100-96, 100-97, 100-98, 100-99, 100-100.



Front View
Scale: 3/4" = 1'-0"



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2016
Customer Number
120493
Design Number
P40-10010 Rev. WA 120493
For Name
Wade Brown
Salesperson
Mark Mahan
Drawn By
**
Checked By
March 26, 2015
Date

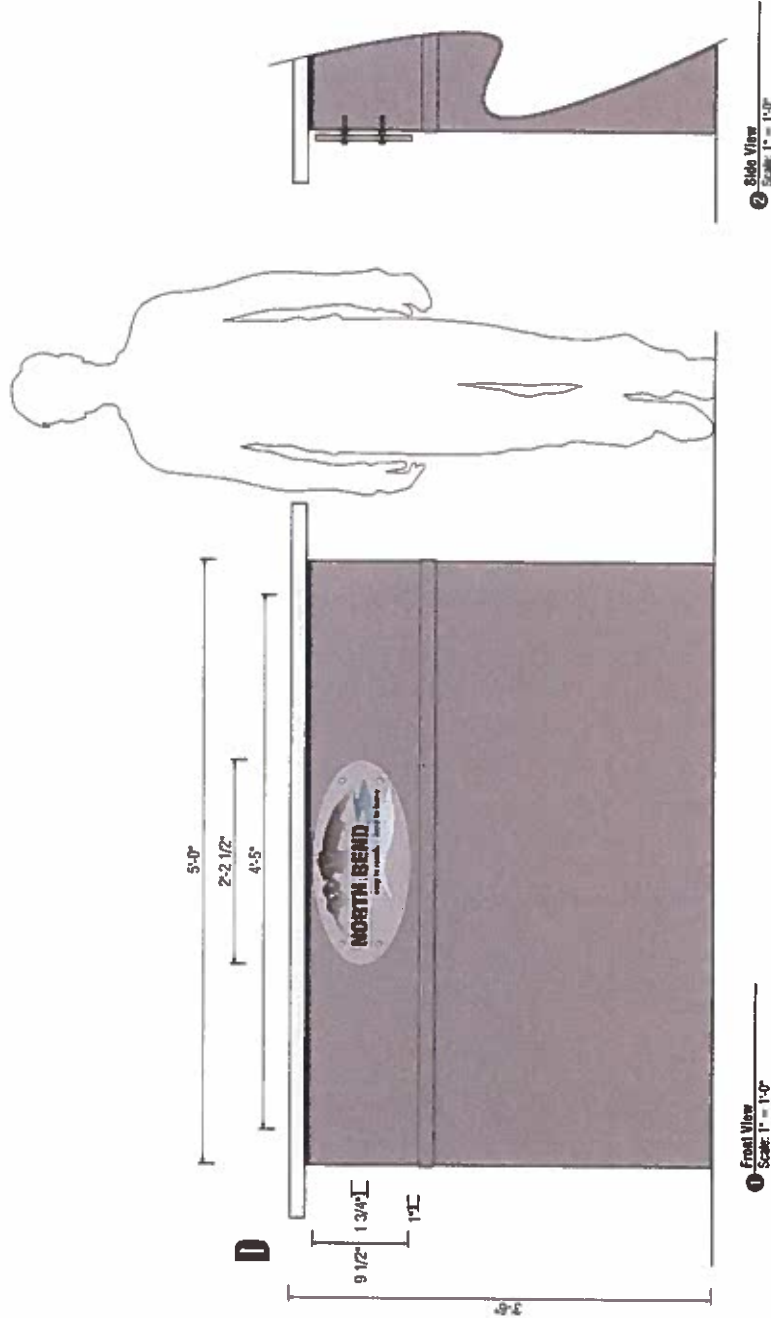
Revisions

1. Approved
2. Approved With Change Made

Customer Signature
Date
Landscape Signature
Date

North Bend, WA

Colors are printed and accurately
depict specific colors.



Manufacture and install (1) single face non-illuminated glass
logo plaque and flat cut-out lettering.

- 1. Logo plaque to be 1/2" thick tempered glass oval with full color digitally printed
vinyl graphic printed on transparent 3M Scotchcal vinyl- Dissed Crystal
#7725SE-314 applied second surface to back of glass. Attach logo pinned off
desk with 1/2" spacers (brush aluminum finish), with puck and screw caps
(brush aluminum finish).



Existing Conditions
Scale: NTS